

RESOLUTION NO. 7012

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF JOLIET AND THE JOLIET FIREFIGHTERS (LOCAL 44, IAFF AFL-CIO) FOR 2016 - 2019

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET,
ILLINOIS AS FOLLOWS:**

SECTION 1: The Collective Bargaining Agreement between the City of Joliet and the Joliet firefighters (Local 44, IAFF AFL-CIO) for 2016 - 2019 is hereby approved. A copy of the Agreement is attached hereto and hereby incorporated herein. The City Manager and Fire Chief are hereby authorized and directed to execute the agreement on behalf of the City of Joliet upon execution of the Agreement by the duly authorized representatives of Local 44. The City Clerk is directed to file a certified copy of the fully executed Agreement with the Illinois State Labor Relations Board if required by law.

SECTION 2: The term of the Agreement shall be calendar years 2016 - 2019 and may remain in effect thereafter in the manner provided by law. The City Manager is hereby authorized to take such action as may be required to effectuate the terms of the Agreement.

SECTION 3: This Resolution shall take effect upon the complete and proper execution of the Agreement by the duly authorized representatives of Local 44.

SECTION 4: This Resolution shall be deemed severable and the invalidity of any portion hereof shall not be deemed so as to invalidate the remainder.

PASSED this 19th day of April, 2016.



MAYOR



CITY CLERK

VOTING YES: Councilwoman Gavin, Councilmen Gerl, Hug, McFarland, Morris, Mudron,
Councilwoman Quillman and Councilman Turk.

VOTING NO: None.

NOT VOTING: Mayor O'Dekirk.

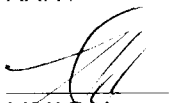
COLLECTIVE BARGAINING AGREEMENT

***BETWEEN THE CITY OF JOLIET
AND
JOLIET FIRE FIGHTERS
IAFF LOCAL 44, AFL-CIO***

JANUARY 1, 2016 TO DECEMBER 31, 2019

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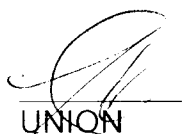
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AGREEMENT

THIS AGREEMENT is entered into by and between the **CITY OF JOLIET**, an Illinois municipal corporation, hereinafter referred to as the "City", and **LOCAL 44 JOLIET FIREFIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO**, hereinafter called the "Union".

PREAMBLE

This Agreement shall be subject to the provisions, rights, limitations and requirements of the Constitution of the United States, the Constitution of Illinois, all Federal laws, the Ordinances and Resolutions of the City of Joliet, and rules and regulations of the Board of Police and Fire Commissioners adopted pursuant to law without prejudice to the rights of either party to pursue such legal remedies as in its judgment seem proper.

In the event any provision of the Agreement shall be decreed to be invalid or unenforceable by a court of last resort of competent jurisdiction, the remainder of the provisions shall not be affected thereby, but shall continue in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Union agree as follows:

ARTICLE I

UNION RECOGNITION

SECTION 1:

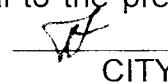
The City of Joliet, Illinois, recognizes the Joliet Firefighters Association, Local Union No. 44, IAFF, AFL-CIO, CLC, hereinafter referred to as the "Union", as the exclusive bargaining representative of all sworn full time employees excluding the rank of Lieutenants, Captains, and Battalion Chiefs, but including Firefighters and Apparatus Operators of the City of Joliet, Fire Department hereinafter referred to as the "Department", with respect to wages, hours, and other conditions of employment.

SECTION 2:

The parties agree that there shall be no discrimination, interference or restraint against any employee because of his or her membership or non-membership in the Union or because of presenting grievances, or against any employee or any member of the Union committee in discharging his or her responsibility in administering this Agreement. The Union agrees for itself and its members, individually and collectively to perform loyal and efficient work in the service of the Fire Department at all times. Further, the parties agree they will not discriminate, interfere, restrain or coerce against any employee who by written authorization, pursuant to the check off provisions of this Agreement desires to pay to the Union a monthly service fee equal to the prescribed


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monthly dues of the Union by payroll deduction it being understood that the employee has the right to decide of his or her own free will whether or not to pay such a service fee.

SECTION 3:

In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, marital status or Union membership status.

SECTION 4:

No employee shall be discriminated against or favored by either party because of the employee's political affiliation or lack of political affiliation.

SECTION 5:

All non-probationary employees covered by this Agreement who are members of the Union shall be required to pay union dues. Employees are not required to join the Union as a condition of employment, but non-probationary employees who do not join the Union shall, during the term of this Agreement, pay a lawful service fee in an amount not to exceed the Union dues for the purpose authorized by law.

ARTICLE II

VALIDITY

SECTION 1:

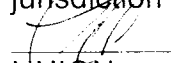
This Agreement shall be subject to the provisions, rights, limitations and requirements of the Constitution of the United States, the applicable statutes of the State of Illinois, applicable Federal laws and the ordinances of the City of Joliet where they do not conflict with the terms and conditions of this Agreement, and the rules and regulations of the Board of Fire and Police Commissioners ("Board") adopted pursuant to applicable Illinois Compiled Statutes without prejudice to the right of either party to pursue such legal remedies as in their judgment seem proper.

SECTION 2:

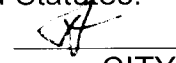
In the event any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of last resort of competent jurisdiction, the remainder of the provisions shall not be affected thereby and shall continue in full force and effect.

SECTION 3:

Nothing in this document shall be construed to infringe on or supersede the jurisdiction of the Board as set forth in the applicable Illinois Compiled Statutes.



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ARTICLE III

BARGAINING UNIT

SECTION 1:

The City and Union shall collectively bargain for all members of the bargaining unit as defined in this Agreement.

SECTION 2:

The duly appointed or elected officers and the Bargaining Committee of the Union, shall represent the Union in all matters that may arise between the Union and the City, and shall consist of not more than six (6) employees of the City, its attorney, and Representatives of the International Union and State Association, if so desired by the Union. The representatives for both the City and the Union shall be of equal number, agreed upon in advance, unless one side voluntarily wishes to reduce its representation after such Agreement.

SECTION 3:

Members of the Bargaining Committee and any officer of the Union who is required or requested to attend any Bargaining Committee meeting or any meeting or conference with the City on any matters which are the subject matter of this Agreement shall be given time off with pay as may be required if such meeting is called during his or her regularly scheduled working hours.

SECTION 4:

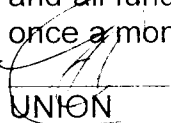
The City shall provide a copy of this agreement to each member of the Local 44 within 45 days of its adoption. In addition, the City shall provide a copy of this Agreement to the Secretary of Local 44 on magnetic or optical media, such as on a CD.

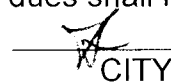
ARTICLE IV

CHECK-OFF OF UNION DUES

SECTION 1:

The parties agree that the City will check-off and withhold the Union dues of the employees covered by this Agreement pursuant to the Government Salary Withholding Act (50 ILCS 125/2) where the employee requests such check-off in writing. All requests for check-off of dues shall be processed through the President of the Union, and all funds so withheld by the City shall be paid over to the Union's Treasurer at least once a month. An employee wishing to cancel his or her check-off of dues shall request


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the same in writing and shall present it to the Director of Human Resources with a copy to the President of the Union, stating the date upon which said cancellation shall become effective.

SECTION 2:

In the event of death of an employee, no check-off of Union dues shall be made from the compensation due the survivors.

SECTION 3:

Deductions shall not be made by the City for initiation fees, fines or other obligations between the employee and the Union.

SECTION 4:

This Local Union agrees to indemnify the City and save it harmless from any and all claims, loss, damage, expense, and liability, including cost of attorney or other representatives' fees, at any time resulting from the check off deduction or payment thereof to the Local Union, under check-off authorizations signed by the employees pursuant to this Article.

ARTICLE V

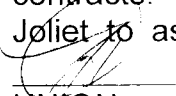
JOB DESCRIPTIONS

SECTION 1:

The employees under the Union Recognition Article of this Agreement shall perform duties normally associated with fire prevention and fire suppression as defined in the City's Job Classification Plan Exhibit "F" and Exhibit "G"), and shall not be required to perform non-related duties such as washing police cars, fixing parking meters, and repairing water meters, etc.

SECTION 2:

Employees covered by this Agreement shall respond to all fire alarms with respect to persons within the corporate limits of the City of Joliet, and to all fire alarms with respect to those persons and properties outside the City of Joliet that are in other municipal corporations or unincorporated areas designated by the Chief of the Fire Department from time to time. Contracts between the City of Joliet and other municipal corporations, and public and private agencies, subdivisions, persons, firms and corporations for fire protection and suppression with respect to properties outside the City of Joliet, shall be available for inspection by the Union. In no way shall the provisions of this Article limit the City's ability or the City's prerogative to enter into such contracts. No other Fire Department shall be called into corporate limits of the City of Joliet to assist in fighting fires, etc., until all available manpower of the Joliet Fire


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Department has been employed, unless special apparatus and/or additional equipment not available to the Joliet Fire Department is required, as determined by the Joliet Fire Chief or his or her designated representative.

ARTICLE VI

GRIEVANCE PROCEDURE

SECTION 1: Definition of a Grievance

A grievance is a dispute or difference of opinion between an employee and/or the Union covered by this Agreement and the City as to the meaning, interpretation or application of the express provisions of this Agreement.

SECTION 2: Time of Filing a Grievance

Neither the City nor the Union shall interfere with the employees' right to file or not to file a grievance. The Union has the right to file a grievance on behalf of any employee for any violation of this Agreement. A Union or individual grievance shall be filed:

A. Within fifteen (15) calendar days after the event giving rise to the grievance becomes known to the Union or individual upon the exercise of reasonable diligence setting forth the name of the employee affected and the specific facts giving rise to the grievance.

B. No later than 30 days after the grievance is filed, the grievance may be amended to set forth any additional facts and the name(s) of any additional employees affected.

This in no way infringes upon the City's sole right to terminate the employment of any probationary employee.

SECTION 3: Procedure for Processing a Grievance

A grievance shall be processed in the following manner. Meetings in the grievance procedure involving representatives from the City and Union shall be held during working hours, on the City's premises and without loss of pay. The time limit in each step may be extended by mutual written agreement of the City and Union representatives involved in each step.

STEP 1

When any employee and/or the Union has a grievance, the employee and/or Union with a Union representative, if the employee so desires, shall submit it to his or her Shift Commander, who is designated for this purpose by the City. The Shift


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Commander shall give a written answer within five (5) business days after such presentation.

STEP 2

If the grievance is not settled in Step 1, the Union, with or without the employee, shall appeal the grievance to Step 2 of the Grievance Procedure. It shall be referred in writing to the Fire Chief or other person designated for this purpose by the City within five (5) business days after receipt of the designated supervisor's answer in Step 1. The grievance shall contain a complete statement of the facts, the provision or provisions which the City is alleged to have violated and the relief requested. The Fire Chief or other person designated for this purpose shall discuss the grievance within five (5) business days with the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Fire Chief or other person designated for this purpose shall give the City's written answer to the Union within this five (5) business day period.

STEP 3

If the grievance is not settled in Step 2, the Union shall appeal the grievance to Step 3 of the Grievance Procedure. It shall be referred in writing to the City Manager within five (5) business days after receipt of the City's answer in Step 2. The City Manager, or his or her representative, shall discuss the grievance within ten (10) business days with the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the City Manager or the City Manager's representative, shall give the City's written answer to the Union within this ten (10) business day period mentioned above.

STEP 4

If the grievance is not settled at Step 3, the grievance may be submitted to arbitration by either of the parties upon written notice to the other party. This notice shall be given within twenty (20) calendar days of the Union's receipt of the City Manager's Step 3 decision. The City and the Union agree to the following expedited arbitration process:

A. The Federal Mediation and Conciliation Service will submit a list of seven (7) members of the National Academy of Arbitrators. Arbitrators shall also have experience in Illinois grievance and/or interest arbitration proceedings, whichever is applicable.

B. There will be no transcript, unless the parties agree otherwise, and if not the arbitrator will tape proceedings and make available to the parties, if they mutually agree to tape.

C. Relaxed rules of evidence.



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D. Bench decision when possible, upon mutual agreement; dependent upon if the arbitrator can do so.

E. Briefs discouraged but possible; limited to 10 pages.

F. Written decisions are due 14 calendar days after hearing closes.

G. Parties can mutually agree to have "traditional" arbitration hearing as needed.

The arbitrator shall have no authority to add to, subtract from, or change any of the terms of the Agreement. The arbitrator shall consider and decide only the specific issues submitted, and the arbitrator's decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The City and Union shall abide by the decision of the arbitrator.

SECTION 4: Expenses of Arbitration

The fee and expenses of the arbitrator and the cost of a written transcript shall be borne solely by the party against whom the arbitrator rules; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

SECTION 5: Representation at Grievance Meetings and Arbitration Hearings

No more than two (2) Union representatives who are employees of the City may represent the Union under Step 1. No more than three (3) Union representatives who are employees of the City on duty may represent the Union under Step 2 of the Grievance Procedure. No more than four (4) Union representatives who are employees of the City on duty may represent the Union under Step 3 of the Grievance Procedure. No more than five (5) Union representatives who are employees of the City on duty may represent the Union in an arbitration hearing under this Article. Unless it would unreasonably interfere with the safe, orderly and efficient maintenance of the City operation, such representatives and the individual grievant may be excused from work for the purpose of attending scheduled grievance meetings. Nothing in this Article shall prevent either party from also being represented by legal counsel or other representatives of their own choosing.

SECTION 6: Business Days Defined

For the purpose of this Article only, business days shall refer to weekdays (Monday through Friday) exclusive of days observed by the City as holidays.


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SECTION 7: Discussion

All grievance discussions shall take place in a manner which does not interfere with safe, orderly and efficient City operations.

SECTION 8: Time Limits For Filing

A. If a grievance is not processed by the Union, within the time limits, it shall be considered withdrawn without precedent or prejudice.

B. If the grievance is not answered by the employer within the time limits, it shall be considered denied and will automatically go to the next step.

ARTICLE VII

MANAGEMENT - LABOR MEETINGS

SECTION 1: Optional Quarterly Meetings

At the request of either the City or the Union, Management-Labor Relations meetings shall be scheduled each calendar quarter during the term of this Agreement, unless both parties agree to forego such meeting.

SECTION 2: Purpose

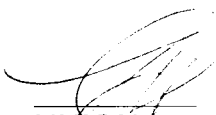
The purpose of such meeting(s) shall be to promote and maintain a harmonious and peaceful relationship between the City and the Union. Toward this end, general problems relating to the administration of this Agreement may be discussed. In no event shall individual grievances be presented or entertained.

SECTION 3: Representatives

The City shall be represented by the City Manager or the City Manager's delegate and/or the appropriate Department head. The Union shall be represented by authorized Union representatives, no more than three (3) of whom shall be employees of the City who would otherwise be at work.

SECTION 4: Agenda

The party requesting such a meeting shall provide an agenda which shall state the subject(s) to be discussed in accordance with Section 2 of this Article. Such agenda shall be submitted at least ten (10) days prior to the requested meeting date.


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SECTION 5: Other Meetings

Nothing in this Article shall preclude either party from requesting or agreeing to other meetings between City and Union representatives, as the parties deem such other meetings to be necessary or desirable.

ARTICLE VIII **UNION BUSINESS**

SECTION 1:

Shift Stewards shall be allowed time off with pay to process grievances.

SECTION 2:

The elected officers and their representatives shall be allowed to represent the Union through discussion with on-duty personnel.

SECTION 3:

The City agrees to grant the Union President or one (1) designated representative leave with pay to attend the following Union conventions:

- A. The State convention of the Associated Firefighters of Illinois for a time period not to exceed three (3) calendar days every other year (one working day bi-annually).
- B. International Convention of the International Association of Firefighters.

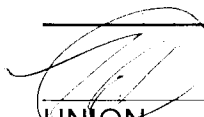
The City agrees to grant leave with pay to the President and the Secretary of the Joliet Firefighters Pension Fund to attend the annual two (2) day Associated Firefighters of Illinois Pension Seminar held each October.

SECTION 4:

A list of names of the officers of the Union shall be submitted to the Director of Human Resources and the Chief of the Fire Department. Such list may be amended or supplemented by the Union.

SECTION 5:

Either a Chief Steward or Shift Steward or Rank and File Representative shall be granted time off with pay to attend grievance and arbitration proceedings when required during their normal tour of duty.



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SECTION 6:

Union officers and shift stewards certified by the President of the Union shall have the right to conduct such Union business as required for the efficient operation of the Union, provided, however, that activity by Union officers or stewards shall not interfere with the operations of the Department.

SECTION 7:

When required to conduct Union business, Union officers, Shift Stewards and Union Representatives are authorized to be present at the locations as may be agreed upon by both the Union and the City. But such Union representatives may not leave their assigned station houses while on duty to conduct Union business, unless authorized by the Fire Chief or the Chief's designated Joliet Fire Department representative. It shall be understood that the Union is permitted to have permanent shift stewards.

SECTION 8:

Any units, building areas or locations not listed herein, instituted after this Agreement, shall automatically come under jurisdiction of this Agreement.

SECTION 9:

The City Manager may, at the request of the Union, grant a leave of absence to an employee who is selected as delegate for a specific activity for/or on behalf of the AFL-CIO and its affiliates for a period not to exceed one year, or who is elected to office in the Union for a period not to exceed three months, provided the same does not interrupt City service. Such leaves of absence may be extended at the option of the City Manager. Seniority shall accumulate during such a leave of absence. The employee shall not be compensated by the City during this leave of absence.

ARTICLE IX

BULLETIN BOARDS

The City will furnish and maintain bulletin boards which may be used by the Union for posting notices signed by an accredited Union official and/or by the City. No political or personal matters shall be displayed thereon. Notices shall be subject to the approval of the Fire Chief or his or her designated representative with the exception that any official Union notices may be posted without approval. A bulletin board will be placed at each firehouse.


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ARTICLE X

HOURS OF WORK AND OVERTIME

SECTION 1: Definition of Regular Work Day and Regular Work Week

The regular work day for employees shall be twenty-four (24) consecutive on-duty hours. A regular work day shall be followed by forty-eight (48) consecutive hours scheduled off-duty. For the purpose of this Agreement a "regular work day" shall have the same meaning as a regular "duty day" or a regular "shift". Those duty days that are scheduled off may be referred to as a "Kelly Day". Employees assigned to a 40 hour work week shall not receive Kelly Days.

All members of Local 44 assigned to work a 24 hour shift shall receive one Kelly Day every 9th duty day, thereby reducing the employee's work week to not more than 49.78 hours per week.

The Kelly Days will be drawn by seniority within each shift, as agreed to by the Bargaining Committee and the Fire Chief. Fractional Kelly Day slots shall be allocated to the senior members of the bargaining unit as agreed by the bargaining unit and the Fire Chief. An employee may change his or her chosen Kelly Day off for another date, or may be traded among members of the bargaining unit, if it does not conflict with manpower requirements and is scheduled by the Shift Commander.

For the purposes of this Agreement, a "Kelly Day" shall mean an employee's regular work day for which the employee has been scheduled off, in accordance with this Section. A Kelly Day is not a scheduled duty day and is separate from and does not constitute Vacation Leave, Compensatory Time or other paid leave.

SECTION 2: FLSA Work Cycle

The normal work cycle for all employees receiving Kelly Days shall be fourteen (14) days. For purposes of computing pay under the FLSA, each member's work cycle shall be established so that the employee's Kelly Day starts at 7:00 p.m. on the duty shift of the 14th day of the employee's work cycle and ends at 7:00 p.m. on the first day of the succeeding work cycle. If the duty shift starting time is changed, the employee's work cycle for FLSA purposes shall be adjusted accordingly. As a result of this work cycle, no employee will work a scheduled shift that will require the payment of overtime under the provisions of the FLSA.

SECTION 3: Shift Starting Time

Subject to the provisions of Section 1 of this Article, the regular duty shift shall start at 7 a.m. and run until 7 a.m. the following day.


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SECTION 4: Overtime Pay

A. Any employee who is required to work or perform services overtime or during an emergency, which services are over and above his or her regular work day of twenty-four (24) hours or the regular work week, shall be entitled to additional compensation for overtime at the rate of pay of one and one-half times his or her pay rate as computed on the number of hours in the employee's work week as specified in Article X, Section 17.

B. If any employee is called back to work or to stand-by at the employee's home during the employee's off time after completing his or her regular twenty-four (24) hour shift, the employee shall be guaranteed minimum overtime pay of four (4) hours. If the employee is required to work more than four (4) hours, the employee shall be given additional overtime compensation as set forth above for all said additional time spent on said overtime or emergency duty. An emergency shall be defined as any situation which requires the general immediate assistance of any or all available employees needed for a particular purpose or because of any particular catastrophe which is unusual or extraordinary, or any situation which has been declared an emergency by the City Manager or Fire Chief.

C. If the employee is called in to work at any time prior to the period of time limited to three (3) hours prior to his or her regular starting time, the employee shall be paid for these hours of work at the rate of time and one-half the employee's regular hourly rate; it is understood that this provision will not infringe on the four (4) hour minimum at time and one-half guaranteed elsewhere in this Agreement. This provision will apply only to the on-coming shift.

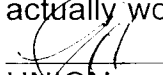
SECTION 5: Required Attendance at Certain Legal Proceedings

Each employee who is required to appear during off duty hours before the State's Attorney's Office, a Coroner's Jury, Inquest Pre-trial, Liquor Hearings or before any court with regard to information obtained while on duty or as a result of being an employee of the Joliet Fire Department shall be paid a minimum of four (4) hours pay at one and one-half (1.5) times the employee's straight time hourly rate based on the number of hours in the employee's regular work week, as specified in Article X, Section 17.

Each employee who is required to appear during off duty hours in court in excess of 4 hours shall be paid for each hour of work performed at the rate of one and one-half (1.5) times the employee's straight time hourly rate based on the number of hours in the employee's regular work week as defined in Article X, Section 17.

SECTION 6: Employees Held Over at End of Shift

Any employee covered by this Agreement who is held over after the completion of the employee's regularly scheduled twenty four (24) hour shift shall be paid one and one-half (1.5) times the employee's regular straight time hourly rate for additional hours actually worked, as specified in Article X, Section 17. No less than one (1) hour at one


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and one-half (1½) times the employee's regular straight time hourly rate shall be paid to an employee when this Section applies. An employee held over for overtime purposes, for any duration of time between one minute and one hour, shall be paid the minimum one hour of overtime and shall not be required to stay beyond the time he/she is relieved. After the first hour, employees shall be paid in 10-minute increments. In the event an employee is held over solely to await regular or overtime relief, the employee holding over shall be paid in 10-minute increments.

SECTION 7: No Pyramiding or Duplication of Overtime Premiums

Overtime premiums will not be paid under more than one of the provisions of this Article or Agreement. In case of a conflict in which one or more overtime provisions apply to the individual for overtime pay purposes, the highest single provision shall be used to compute overtime.

SECTION 8: Meals

Meals will be provided for employees working a minimum of six (6) hours overtime on call-back or six (6) hour hold-over on an emergency, including, but not limited to, call-out fires, tornados or mass casualty incidents, the cost of which will be borne by the City of Joliet.

SECTION 9: Shift Exchanges

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, and when prior approval of the Fire Chief involved is obtained.

SECTION 10: Substitution of Work Hours

A. Scheduled Mandatory Trades

Employees shall be permitted to make scheduled mandatory trades of Kelly Days and Compensatory Days immediately following the scheduling of vacation periods as set forth in Article XIII. Mandatory trades shall be determined on the basis of Departmental Seniority within each shift as set forth in Article XII.

B. Other Trades

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, with the permission of the Shift Commander.

C. All Trades

Employees, when working trades, shall not be entitled to additional compensation. All trades shall be made in compliance with the provision of the Rules and Regulations of the Joliet Fire Department.


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SECTION 11: *Overtime Assignment*

A. In the event a need for overtime should occur in the Department because of lack of personnel, vacations, sickness or other unforeseen conditions, overtime pay shall be paid to the employee working said overtime at the employee's regular classified rate or at such other rate as this Agreement may require. All overtime shall be maintained and allotted on the basis of the Departmental Seniority List, by shift and rank. A seniority list shall be posted on all bulletin boards in all Department Fire Stations and on fire department computers made available for use by members of Local 44. Said seniority list shall also show the date of entry into the Department on a yearly basis. A record shall show the date of call and the response from each person called, as to whether said overtime was refused, said person was on duty, ill or on vacation, or there was no answer.

B. Firefighter paramedics and Apparatus Operator paramedics assigned to work overtime in an ALS position shall be paid overtime at the overtime rates specified in Article X, Section 17 for Firefighter paramedics and Apparatus Operator paramedics, as applicable.

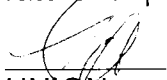
C. If an employee refuses overtime, the employee will automatically be passed by until a complete cycle of the seniority list has been completed. After one (1) refusal, ~~the employee's name will automatically be bypassed until a complete cycle of~~ the seniority list has been completed, at which time his or her name shall come up according to seniority. In the event of a "no contact", the employee will retain the same position on the overtime list. Each employee who is absent from work on Sick Leave, Vacation, Kelly Days, Funeral Leave, Emergency Leave and Union business, or any employee who is not available for overtime work due to a temporary trade of shift assignment with another employee, or on "special assignment" will be considered a "no contact."

SECTION 12: Equal Rank

All overtime shall be filled by an employee holding an equal rank as the work assignment which has been vacated as a result of an absence whenever possible. The Shift Commander may give consideration to the qualifications of the employees to fill the position; however, any employee passed by shall maintain his or her original position on said overtime list (i.e., if a Firefighter has been or agreed to be temporarily upgraded to fill a Fire Apparatus Operator's work assignment, and such upgrade causes overtime as a result of an absence, that position shall be filled by a Fire Apparatus Operator).

SECTION 13: Stand By Overtime

Any employee of the Department ordered to stand by and not properly relieved at change of shifts, shall be entitled to overtime pay at the employee's regular classified rate until properly relieved. The amount of such overtime pay shall be deducted from


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the pay of the employee who caused the overtime by the employee's failure to report to work.

SECTION 14: Call Back Overtime

Employees, when called back to work for any training, parades, or other departmental activities, shall receive a minimum guarantee of four (4) hours overtime pay. Employees, when called back to cover for employees attending EMT-B or Paramedic School, will receive a minimum guarantee of three (3) hours overtime pay. Employees that are not on Sick Leave, Workers Compensation or Temporary Disability Leave that are required to attend EMT-B or Paramedic School on their off-duty hours, or Clinical Rotations, will receive a minimum guarantee of three (3) hours of overtime pay.

SECTION 15: Emergencies

A member of the Department may be called in or required to stand by for emergencies. The platoon of Firefighters going off duty on the day of the emergency shall be the first employees called in or required to stand by for such emergency.

SECTION 16: Move Up Pay

Employees covered by this Agreement who may perform the duties in a classification higher than his or her regular classification, shall be compensated at the higher classification rate of pay.

SECTION 17: Straight Time and Overtime Pay Computation

The straight time hourly rate shall be calculated by dividing the sum of the employee's annual base salary by the average annual hours of duty. The average annual hours of duty shall be 2,597.33. The schedule of Straight Time Hourly Rates is attached hereto as Exhibit "A".

All employees required to work or perform services overtime or during an emergency, which services are above the employee's regular work day shall be entitled to compensation for such time at the rate of pay equivalent to the employee's overtime hourly rate as set forth herein.

For all employees, the overtime hourly rate shall be calculated by dividing the sum of:

- (a) the employee's Annual Base Salary, as specified in the schedule attached as Exhibit "A" and
- (b) the employee's Holiday Stipend as specified in the schedule attached as Exhibit "A",
- (c) by the average of the employees' annual hours of duty as set forth in Article X, Section 17 of this Agreement.


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(d) and then multiplying by 1.5.

For all employees the Overtime Hourly Rate shall be as specified in the schedule attached hereto as Exhibit "A".

SECTION 18: Sick Leave and Vacation Buyout

For calculating these benefits, the rate shall consist of the annual base salary as defined in Article XXX, plus Longevity Pay (for eligible employees), and the Holiday Stipend divided by the employee's annual hours of duty as set forth in Article X, Section 1 of this Agreement.

SECTION 19: Travel Time

Unless otherwise expressly and specifically stated in this Agreement, travel time to and from an employee's residence and the location the employee is required to report for duty shall not be compensable or counted as hours actually worked for any purpose under this Agreement.

ARTICLE XI

GENERAL CONDUCT

SECTION 1: General

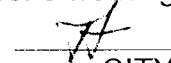
As a member of the public service, employees covered by this Agreement shall conduct themselves, both on and off the job, so as to bring credit upon the service and shall abide by all Federal Laws, State Statutes, and rules and regulations of the Joliet Fire Department currently in effect, current rules and regulations of the Board of Fire and Police Commissioners approved by the Board and the City Council.

SECTION 2: Records

A. Official individual employee records shall be maintained by the Board of Fire and Police Commissioners and the Human Resources Department, which shall be the sole basis for formal actions undertaken by the City, with regard to the employee. The employee, and with the employee's written consent, a Union representative may examine the records maintained by the Human Resources Department. Such examination may be conducted during the normal business hours of the Human Resources Department, provided that the employee obtains the prior permission of the employee's supervisor to leave the assigned place of duty, and arrange for such examination in advance with the Personnel Division. Such permission shall not be unreasonably withheld. Access, if any, to records maintained by the Board of Fire and Police Commissioners shall be as established by that Board.

B. All personnel records shall be in writing. Detrimental information concerning non-merit factors, not related to the performance of job duties, shall not be placed in an employee's personnel file, nor be placed in any supervisor's working file so


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maintained for the employee. No other detrimental information concerning an employee shall be placed in the employee's personnel file, unless that employee has an opportunity to read such material. The employee shall acknowledge that he or she has read such material by affixing his or her signature to the copy to be filed. It shall be understood that such signature merely signifies that the employee has read the material in question. Such signature indicates neither agreement nor disagreement with its contents. If the employee refuses to sign such acknowledgment, such refusal shall be noted on the document and attested to by both the City and the Union.

C. The employee shall have the right to answer in writing any material filed in the employee's personnel file and said answer shall be attached to the file copy.

D. An item of detrimental material placed in an employee's personnel file shall not be taken into account by the Chief in the assessment of future discipline if, after a period of two (2) years, the conduct which is the subject of the detrimental item is or has not been repeated.

E. The Human Resources department shall keep and maintain an official finance record for employees. An employee shall have the right to review the employee's time and pay records on file with the Employer, after arranging for such review with the Human Resources Department.

ARTICLE XII

SENIORITY

SECTION 1:

For the purpose of this Agreement, seniority is defined as length of continuous full-time employment as a sworn member with the City of Joliet, Fire Department, as herein defined, including military service as defined by Federal and State laws. However, an employee's earned seniority shall not be lost because of absence due to illness or injury as long as the employee remains in the service of the City, while on an authorized leave of absence or temporary layoff; provided, however, that if an employee severs his or her service with the City to accept a disability pension and the disability pension is later terminated and the employee returns to the City's active service, the employee shall be entitled to his or her accumulated seniority which existed at the time the employee was placed on the disability pension, but the employee shall not be entitled to seniority credit for the time he or she was on disability pension; provided further, that seniority credit for a temporary lay off by the City shall be given for the period of layoff but not to exceed two (2) years if the employee does not withdraw his or her contributions to the Illinois Firemen's Pension Fund as established under Section 4-101 of the Illinois Pension Code (40 ILCS 5/4-101 et seq.), as to firefighters and finally, that any employee who resigns or is dismissed for cause from the City's service, shall lose all seniority credit.


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SECTION 2:

Seniority shall be computed from the order of appointment. If more than one person is hired on the same day, then with regard to the seniority on the Department, between those persons appointed on the same day, it shall be determined by referring to the order of appointment by the Board on that day.

SECTION 3:

Only permanent employees will be eligible for seniority credit, but once an employee has become a permanent employee, he or she shall receive credit from the date of employment, including the probationary period of service.

SECTION 4:

The seniority list of the Fire Department shall be posted on the Union bulletin board by the City, and brought up to date semi-annually, on January 1, and July 1, of each year, by the City, and copies of the same shall be sent to the President of the Union and the Chief of the Department


SECTION 5:

Seniority shall be computed in two ways: (1) Departmental Seniority, and (2) Rank Seniority.

SECTION 6:

An employee's seniority shall be continuous unless terminated for any of the following reasons:

- A. Discharge for just cause
- B. Voluntary resignation
- C. Lay off of more than two (2) years for the convenience of the Department.
- D. Failure to return to work within thirty (30) calendar days without just cause, following recall subsequent to a lay off.


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ARTICLE XIII

VACATIONS

SECTION 1: Vacation Schedule

<u>Years of Continuous Employment with the City</u>	<u>24 Hour Shift Employees</u>
One Year but less than Ten Years	Six 24-hour working days
Ten Years but less than Twelve Years	Eight 24-hour working days
Twelve Years but less than Fifteen Years	Nine 24-hour working days
Fifteen Years but less than Twenty Years	Ten 24-hour working days
Twenty Years or more	Eleven 24-hour working days

SECTION 2: Vacation Time Calculation for New Employees

During their initial year of employment with the Fire Department, employees accrue vacation leave to be used during the following calendar year. Employees hired after January 1st shall earn vacation leave pro rata based on their months of service. This pro rata calculation shall be one day of vacation leave for every two months of service. In order for a new employee to accumulate a full bank of vacation leave, the employee must have been employed with the Department from work January 1st to December 31st of the previous year.

SECTION 3: Vacation Time During Job-Related Disability

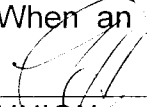
No employee shall be required to use vacation days during a period of injury (on-the-job or job-related injury or illness), when this injury or illness shall have occurred prior to beginning the vacation or lasting into or through the vacation. If an employee becomes ill or is injured due to non-job related causes prior to a vacation, the employee may request the privilege of rescheduling vacation. This request will be made to the Chief or the Chief's representative, who may grant the request providing that there are open periods in the vacation schedule for that year.

SECTION 4: Vacation Draws

Vacations shall be drawn by Department seniority and shall be drawn in accordance with a mutually agreed written plan devised by the Bargaining Committee and the Fire Chief. This plan is to be designed for the benefit of the majority of the people involved. Manpower requirements shall be the deciding factor of any vacation plan. This plan shall be in effect for the remainder of the calendar year.

SECTION 5: Vacation Accrual

Any member completing ten (10) years of continuous service may be allowed to accrue from one year to the next, a vacation time bank not to exceed six (6) weeks. When an employee chooses to accrue all or part of the employee's vacation, the


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employee shall do so by submitting a Personnel Action Form to the Fire Chief when vacations are drawn based on Article XIII, Section 4. By not taking all of the employee's vacation time in one year, the employee may add the remainder of the time to the employee's next year's vacation time. In no event should this Section serve as an encumbrance to the operations and safety of the Fire Department.

SECTION 6: Vacation In the Event of Termination or Extended Leave of Absence

Any employee who has met all of the eligibility requirements for a paid vacation, but whose employment terminates for any reason except just cause dismissal, shall be compensated for accrued but unused vacation at the employee's annual salary as defined for overtime, plus Longevity Pay (for eligible employees).

SECTION 7 Birthday

All employees will be given one twenty-four (24) hour day off with pay to celebrate his or her birthday. This day will be drawn as one additional vacation day.

ARTICLE XIV

HOLIDAY STIPEND

SECTION 1: General

Effective January 1, 1998 for all Local 44 members, the holidays listed in Article XIV Section 1 of Local 44's Collective Bargaining Agreement that expired December 31, 1996, and the employee's birthday off, shall not be recognized for the purpose of earning premium pay, earning compensatory time or any other provisions formerly associated with such holidays. Effective January 1, 1998, in lieu of such premiums and special provisions, the parties shall exchange them for the reduced work week and an annual payment for these benefits as a lump sum in addition to their base salary. Such amount shall be based upon 6.3 (24 hour) duty days. Payment shall be calculated as follows: Current Straight Time Hourly Rate X 24 hours X 6.3 days, and referred to as "Holiday Stipend". The Holiday Stipend will be considered part of the employee's base salary for pension purposes and overtime rate computation.

SECTION 2: Holiday Stipend Calculation

The amount of Holiday Stipend shall be as set forth in the schedule attached hereto as Exhibit "A".

SECTION 3: Payment of Holiday Stipend

The Holiday Stipend shall be paid in addition to the annual base salaries specified in Article XXX and shall be paid as a separate check within the first 28 days of January, beginning January 1998. Persons who become employees after the payment of the Holiday Stipend shall not be entitled to a Holiday Stipend for that year.


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ARTICLE XV

BIDDING

SECTION 1:

Each employee shall be allowed to bid on any vacancy in any Work Assignment. Those Work Assignments which shall be bid according to this Article are as follows:

A. One (1) Apparatus Operator on each "front line" vehicle on each shift. The Ladder Tower shall have two (2) Apparatus Operator positions on each shift.

B. One (1) Firefighter on each ambulance on each shift. Such Firefighter must be a certified Emergency Medical Technician-Paramedic (EMT-P).

C. One (1) Firefighter on each shift at Stations 1, 3, 4, 5, 6, 7, 8, 9 and 10.

D. There shall be five (5) Floating Apparatus Operator positions per shift. The FAO's work assignment shall be determined at the discretion of the Shift Commander. It shall not be a violation of any provision of the contract if these positions perform Firefighter responsibilities in situations where no vacant FAO assignments exist. In such cases, the FAO with the least seniority shall be the FAO assigned to perform paramedic duties.

"Fire vehicles" (i.e. Engines and Ladder Trucks) shall be driven by Apparatus Operators. A Firefighter shall not drive a Fire vehicle if, at the same time, there is a floating Apparatus Operator driving an ambulance anywhere in the City. If all floating Apparatus Operators are placed on Fire vehicles and a Fire vehicle driver vacancy remains, which does not fall under the overtime rules, then a Firefighter who is cleared to drive such Fire vehicles may fill the Fire vehicle driver position for that day.

In the event an Apparatus Operator of a Fire vehicle calls in sick, "Training" shall not be used to eliminate the need for a "Double Move". In this event, a Double Move should be made to assign a floating Apparatus Operator to the Fire vehicle.

E. On a day to day basis, work assignments may be modified if manpower requirements dictate. It shall be understood that during their first year of employment a bid Firefighter may be moved off of his or her bid position for legitimate training purposes. During their first four years of employment a bid Firefighter may be moved twice a month for training purposes. A probationary Apparatus Operator may be moved off of his or her bid to allow for the two days of training done on each piece of fire apparatus. This movement for training should be done when the position for training is vacated by the bid person due to a Vacation Day, Kelly Day, etc.

In addition to the foregoing, work assignments may be modified when a paramedic shortage occurs. At that time, personnel can be moved off their bids to


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eliminate paramedic shortages and overtime. In addition, due to daily manning requirements a Floating Apparatus Operator holding an EMT-P certificate may be required to perform paramedic duties (including, but not limited to, riding in the back of the ambulance during transport to provide patient care) while an EMT-B fills in as the Ambulance Operator (driver) for the shift.

The City and the Union agree that when the Battalion Chief is making up the Board for the next Duty Day, and it becomes necessary to move a bid Firefighter-Paramedic out of his or her Station assignment to fill a paramedic shortage (i.e., there are no Firefighter-Paramedics at the Station to upgrade to the Ambulance for the day) movement will be done by seniority, with the least senior Firefighter-Paramedic being moved on each such occasion.

On a day to day basis, at the Station where the most senior Firefighter on each shift is bid to a non-transport vehicle, if a Firefighter-Paramedic bid to an Ambulance is temporarily absent from duty, the vacancy shall be the first vacancy to be filled and shall be filled with an on-duty Floating Firefighter-Paramedic, if possible.

On a case by case basis, if special circumstances arise that are not covered by this section an agreement shall be mutually agreed upon by Local 44 and the Fire Chief. If no agreement can be reached the Union may refer the dispute for resolution by an impartial arbitrator in accordance with Article VI, Step 4. The arbitrator shall base his or her decision on the criteria set forth in Section D of Article XV.

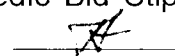
F. All non-transport ALS vehicles operated by the City shall be manned with a single bid paramedic position, which shall receive a Paramedic Bid Stipend of 5% and a Paramedic Certification Stipend of 4.5%. The City reserves the right to designate those Fire Department vehicles that will operate as non-transport ALS vehicles. The Apparatus Operator bid to the non-transport ALS vehicle will be the employee receiving the Paramedic Bid Stipend and the Paramedic Certification Stipend, provided such employee holds a valid EMT-P certificate. If such employee does not hold a valid EMT-P certificate, then the Paramedic Bid Stipend and the Paramedic Certificate Stipend shall be paid to the most senior Firefighter bid to the vehicle. The City and the Union agree that, with the exception of the single bid paramedic position, all other employees assigned to a non-transport ALS vehicle shall not be entitled to the Paramedic Bid Stipend by virtue of said assignment whether or not the employee holds an EMT-P certificate.

In exchange for the foregoing provision, the City agrees to operate at least nine (9) non-transport ALS vehicles.

At least one member of Local 44 bid to a non-transport ALS vehicle shall hold a valid EMT-P certificate. All vehicles designated by the City as a non-transport ALS vehicle shall be equipped with ALS equipment.

G. Truck 1, Truck 9 and Tower 6 shall each have one Firefighter position. At such time as Tower 6 is designated by the City as a non-transport ALS vehicle, only the most senior Apparatus Operator-Paramedic will receive the Paramedic Bid Stipend of


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5% and the Paramedic Certification Stipend of 4.5%. However, if neither Apparatus Operator holds a valid EMT-P certificate, then the Firefighter-Paramedic bid to Tower 6 will receive the Paramedic Bid Stipend of 5% and the Paramedic Certification Stipend of 4.5%. In any case, at least one member of Local 44 bid to a Tower 6 shall hold a valid EMT-P certificate upon its designation as a non-transport ALS vehicle.

SECTION 2:

Each vehicle of the Joliet Fire Department will have an Apparatus Operator assigned on each of the three (3) shifts. The only exceptions are as follows:

- A. *Reserve Equipment* Unless it is taking the place of "first line" equipment, Reserve Equipment will not have a Work Assignment. It is to be used as a replacement unit. The crew from the replaced unit will constitute its "crew". "First line" equipment will be defined as the first responding units from a fire station to a designed response area.
- B. *Special Equipment* Special equipment (for example, brush truck, crash truck, rescue vehicle, or other special equipment which will not be operated on an everyday basis excluding all frontline equipment) will not be considered a Work Assignment. If at any time such vehicles should become a part of the firefighting for more than one (1) work day, Apparatus Operator pay shall be paid to the employee operating such vehicle.
- C. Passenger vehicles.

SECTION 3:

When any vacancy shall occur in any Work Assignment (see Section 1):

A. Such vacancy shall be filled by rank seniority within ten (10) calendar days after the occurrence of the vacancy. This shall not prevent the Chief of the Fire Department from filling the opening temporarily. If any employee in the bidding sequence cannot be contacted to bid, the employee will be contacted on the first day he or she returns to work. If the employee bids the Work Assignment, all of any less senior bids will become invalid, and any further bidding will resume from that point, to complete the bidding cycle.

B. An employee whose Work Assignment has been disturbed shall have the right to displace ("bump") any less senior employee of equal rank from another Work Assignment.

C. Employees transferring into new openings shall assume the vacation and Kelly Day schedule of the employee being replaced or select a new vacation and Kelly Day schedule in a manner that does not create any additional cost to the City for overtime. If the transferring employee is unable to schedule unused vacation within the year that the vacation should be taken, such vacation time shall be carried over into the


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future and shall be scheduled after all employees have selected vacation time. The carried over vacation time shall be used in a manner that does not create overtime.

D. An employee who voluntarily wishes to vacate his or her bid Work Assignment shall "float" until such time as the employee's seniority will permit him or her to bid another Work Assignment. The rights of Section 3(C) above shall be void under this Section. The open bid shall then be filled under Section 3(A) above.

E. If an employee is assigned to a different shift, the employee will be allowed to place his or her remaining Vacation and Kelly Days in the same time period as they previously were prior to the employee being assigned to a different shift.

SECTION 4:

The Firefighters' Work Assignment which are bid at the various stations, shall be subject to a one (1) year probationary period. During that time, the Firefighter may be removed at the discretion of the Fire Chief, provided there is just cause.

SECTION 5:

All existing Work Assignments or any new Work Assignments are subject to the seniority bidding provisions of this Agreement.

SECTION 6:

A. When a bid Apparatus Operator or bid Firefighter is temporarily absent from duty, the option for assignment to Apparatus Operator or Firefighter duties during the employee's absence shall be granted according to Rank Seniority.

B. A Firefighter-Paramedic bid to an Ambulance will be allowed to move off his or her bid and assume an assignment on an Engine, Truck or Tower over a Floating Firefighter-Paramedic.

C. If the paramedic bid position on a non-transport ALS vehicle is held by a Firefighter-Paramedic, and the Apparatus Operator on such vehicle is temporarily absent from duty, then the employee temporarily assuming the duties of the Apparatus Operator shall not be entitled to Paramedic Upgrade pay (5%) for that shift, even if such employee holds an EMT-P certificate.

D. When an Apparatus-Operator-Paramedic bid to a non-transport ALS vehicle is temporarily absent from duty, only an Apparatus Operator holding an EMT-P certificate may assume the vacated position. It is understood that an Apparatus Operator not holding an EMT-P certificate may be assigned to operate a non-transport ALS vehicle, provided that a Firefighter-Paramedic is also assigned to the vehicle for the day. In this case, only the Firefighter-Paramedic will be entitled to receive the Paramedic Upgrade pay (5%) for the day.


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E. An Apparatus Operator-Paramedic bid to a non-transport ALS vehicle will not be allowed to exercise seniority rights to assume a vacated position on a non-ALS vehicle if it will result in Move Up Pay or other additional cost to the City.

SECTION 7:

A Firefighter assuming the duties of an Apparatus Operator that is temporarily absent from duty shall, in addition to base pay, receive Move Up Pay equal to five per cent (5%) of the Firefighter's straight time hourly rate for all such hours that the Firefighter acted as an Apparatus Operator. However, if the Firefighter works overtime while temporarily assuming the duties of an Apparatus Operator, the Move Up Pay for such overtime hours shall be 5% of the Firefighter's overtime hourly rate.

ARTICLE XVI

PROMOTIONS

SECTION 1: Promotion of New Apparatus Operator

A. *Selection* Each vacancy in an Apparatus Operator's position shall be filled by promoting the Firefighter with the most Departmental seniority within ten (10) calendar days after the vacancy occurs. There shall be a probationary period of one (1) year for each new Apparatus Operator. Each Apparatus Operator shall be granted permanent status after serving the probationary period if the employee is found certified.

B. *Appointment Refusal* If a Firefighter chooses not to accept the appointment as a probationary Apparatus Operator, the next senior Firefighter will be appointed, and so on. However, when an appointment has been refused, a one (1) year period must elapse before another appointment can be accepted by that employee.

C. *Probation Review* At the end of the probationary period, if there is any reason why the probationary Apparatus Operator should not become a permanent Apparatus Operator, a Probationary Review Panel will be convened to hear charges. The panel will consist of five (5) employees as follows:

- (1) Fire Chief or his or her designated representative.
- (2) One (1) officer appointed by the Fire Chief.
- (3) Three representatives chosen by Local 44 from among its membership.

Majority rule will govern all activities of the Panel with one (1) vote per Panel Member. The Probationary Review Panel will convene only if the probationary Apparatus Operator's Company Officer or the Deputy Fire Chief has submitted a request to the Fire Chief in writing for the Probationary Review and listing the reasons for the review. A copy of this letter must be given to the probationary Apparatus Operator not later than


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one (1) week before the end of his or her probation. Failure to provide the probationary Apparatus Operator with a copy of these charges will be sufficient grounds to dismiss any Probationary Review.

D. *Probationary Apparatus Operator Training* During probation, the probationary Apparatus Operator will be afforded the opportunity to operate all types of vehicles used by the Joliet Fire Department. "On-the-job" training will be supplemented with training sessions given by the Fire Department Training Officer to insure that each probationary Apparatus Operator will have every opportunity to become familiar with the operation of every type of apparatus. If more than one type of equipment exists within one class of apparatus (engines with manual or automatic transmissions, or aerial ladder trucks with differently placed main ladder mounts, etc.) the probationary Apparatus Operator will be trained on all types according to Article XV, Section 1D.

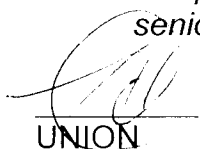
E. *Additional Training* The Probationary Apparatus Operator may request up to one and one-half (1 1/2) months additional training. The Operator must submit a letter to his or her Company Officer, not later than one week before the end of his or her probation, listing the reason(s) for the request. The Probationary Review Panel will approve or disapprove the request. If the Panel disapproves the request, they must list the reasons for their findings, in writing, to the Probationary Apparatus Operator within one calendar week of their meeting. This meeting must be held not later than one calendar week after the one (1) year probationary period ends. Failure to do so will be sufficient reason to grant the maximum additional training time requested. However, if for some special reasons (sickness, vacation, etc.) the Panel cannot meet the time requirements, additional time will be granted upon the request of any of the Panel representatives. The Panel, on its own initiative may extend the probationary period for up to 1 1/2 months should they feel they need to do so.

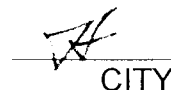
F. *Probation Failure and/or Physical Incapability* A Firefighter who does not pass probation must wait one (1) year from the date of the end of the employee's probationary period before the Firefighter is eligible for appointment again. Those who return to rank of Firefighter as described above, or do so through some physical disability, may bid in the normal manner when an opening occurs.

SECTION 2: Promotion of New Lieutenant

A. The City and the Union agree to the amendment of the Rules and Regulations of the Board for Fire Lieutenant promotions (Section B(b)(1) and Section C(b)(1)) as follows:

The computation of grade for this promotional appointment shall consist of a weighted grade based on 80% written examination, and 20% seniority. In determining the eligible register, only the final grade for this promotional appointment shall be considered in arriving at the relative ranking of individuals on an eligible register. The final grade shall be determined and comprised of the total of weighted scores for the written examination and seniority.


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B. The City and the Union further agree that all employees must be certified as a Firefighter III by the State Fire Marshall's Office of Illinois, Division of Personnel and Standards to be eligible to take a promotional examination in the Joliet Fire Department.

C. The City and the Union agree to the amendment of Chapter IV, Section 1, Sub-section C. of the Rules and Regulations of the Board of Fire and Police Commissioners with respect to Fire Seniority as follows:

Fire Seniority Credits shall be calculated based on the total amount of Departmental Seniority accumulated by the Employee. One full year of Departmental Seniority shall equal one point. A partial year of Departmental Seniority shall equal .00274 points per calendar day of Departmental Seniority. The calculation of Departmental Seniority shall commence on the date of appointment to the Department and shall include every day of full-time service in the Department thereafter, including the date of promotional examination. For example, an Employee appointed to a full-time basis to the Department on January 1, 1990 shall have 15.1205 points of Fire Seniority Credits as of a promotional examination given on February 14, 2005, provided the employee remained employed with the Department on a full-time basis during that entire period.

D. The requirements of this Article XXIII shall have legal effect whether or not they are incorporated into the Rules and Regulations of the Board.

SECTION 3: For the term of this Agreement, the City and the Union agree that the provisions of this Article and the applicable Rules and Regulations of the City of Joliet Board of Fire and Police Commissioners shall exclusively govern the subject of promotions within the Joliet Fire Department notwithstanding the provisions and requirements of the Fire Department Promotions Act (50 ILCS 742/1 et seq.).

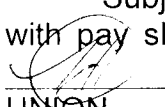
SECTION 4: A final adjusted promotion list shall remain valid and unaltered for either two (2) or three (3) years after the date of the initial posting of the preliminary promotion list in accordance with Section 20(e) of the Fire Department Promotion Act. The City shall notify the Union of the duration of the list prior to giving the promotional examination. After the City has given notice to the Union the duration of that particular list shall not be modified without the consent of the Union

ARTICLE XVII

FAMILY DEATH LEAVE

SECTION 1:

Subject to the provisions of this Article, a maximum of two (2) duty days leave with pay shall be granted to an Employee in the event of a death in the immediate


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family. If the family member dies while the Employee is on duty, the Employee shall be entitled to take Emergency Leave for the remainder of the duty day in accordance with the provisions of Article XVIII. In no event shall the second duty day of leave be later than the first calendar day following burial, unless otherwise approved by the Fire Chief. The immediate family will include only:

- A. Spouse, children and spouse of children
- B. Parents or foster parents of employee and spouse
- C. Brothers and sisters, and brothers-in-law and sisters-in-law of the employee and his or her spouse.
- D. Grandchildren and grandparents of the employee and spouse.

SECTION 2: In the event of the death of an aunt or uncle of an employee or spouse, such employee will be given up to a maximum of four (4) hours off with regular straight time pay for the purpose of attending the funeral.

ARTICLE XVIII

EMERGENCY LEAVE

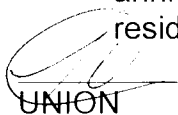
If a serious or unexpected emergency occurs to an employee's spouse, children, mother, father, mother-in-law, or father-in-law, or to the employee's domicile, the employee will be allowed to leave his or her duties with no decrease in regular wages while the emergency exists. If there is any dispute as to whether it is an emergency, the Union Steward shall immediately meet with the employee and his or her respective Shift Commander and attempt to resolve the dispute. If the dispute is not resolved at the Shift Commander level, the Fire Chief shall render the final decision as to whether or not emergency leave may be granted. Permission shall not be unreasonably withheld. The employee must make arrangements to enable him or her to return to the employee's duties on the next duty day if the emergency continues beyond the duty day when the said emergency occurred, unless the employee has received prior consent from the Chief to remain off duty for any additional day or days.

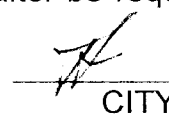
Emergency leave may not be granted during periods of civil disturbances, natural disaster or any other emergencies.

ARTICLE XIX

RESIDENCY

- A. All persons hired on or after ratification of this agreement shall, as a term and condition of employment, reside within the corporate limits of the City of Joliet (City Limits) within eighteen (18) months of initial employment and shall remain in the City until their 20th anniversary. Any employee who attains their 20-year anniversary date of employment with the City shall not thereafter be required to reside within the City Limits.


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- B. All existing employees hired prior to ratification of this agreement shall be excluded from this residency agreement. As previously agreed by the parties residency within the corporate limits of the City of Joliet shall not be required by City employees covered by this agreement.
- C. The foregoing residency requirements shall not be subject to renegotiations prior to December 31, 2030.

ARTICLE XX

WORKERS' COMPENSATION LEAVE

SECTION 1:

All employees of the Fire Department of the City of Joliet on leave, covered by and receiving Workers' Compensation Insurance benefits shall continue on the payroll at his or her full rate of pay until such time that his or her Workers' Compensation weekly disability has ceased; provided that the Workers' Compensation weekly disability checks which the employee receives are endorsed in favor of the City and turned over to the City Collector.

SECTION 2:

If an employee is killed in the line of duty, the City shall provide and pay for group health insurance benefits for the surviving spouse and eligible dependents as outlined in Article XXVIII of this Agreement.

ARTICLE XXI

EDUCATIONAL AND TRAINING LEAVE

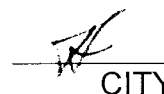
SECTION 1:

At the discretion of the City Manager, an employee may be allowed a leave of absence, without compensation, for the purpose of furthering his or her education, provided that the employee agrees to return to the service of the City following his or her education. This shall not exceed one year and shall not be provided more than once every seven (7) years. When the employee returns, the employee shall return at the same rank with the seniority which would continue to accumulate for job bidding purposes only during his or her leave.

SECTION 2:

Employees may also be granted leave without pay and expenses not to exceed one month in any calendar year to attend educational programs that are directly related to an employee's job responsibilities. This leave would be granted only at the discretion of the City Manager.


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ARTICLE XXII

EDUCATION, TRAINING AND SPECIAL ACTIVITIES

SECTION 1: Compensation

The City agrees to compensate all employees of the Fire Department at a rate of pay equivalent to one and one-half times their Straight Time Hourly Rate as specified in Exhibit "A" for all training, school courses, or other activities which any such employee is required to attend during his or her off duty hours, including all time spent traveling to and from the schooling or courses or other activities, in an area located over a twenty (20) mile radius from City Hall. Also, the City shall reimburse the employee for all travel expenses, meal expenses and room expenses incurred in attending such courses or school or other activities.

SECTION 2: Reimbursement Assistance

The City shall reimburse all employees only for expenses of books and tuition incurred as the result of voluntary participation in academic, educational, training and/or vocational course work provided that:

A. The individual course is directly related to the employee's professional development, in pursuit of current fire duties; and

B. The individual course is approved in advance by the Fire Chief, the City Manager or their designated representatives; and

C. The employee maintains a minimum evaluation of "C" or its equivalent (Pass) in each course for which related reimbursement is sought; and

D. The expenses incurred are properly documented by voucher or other supporting documents; and

E. The expenses incurred are not reimbursable through other sources available to the employee, e.g. Federal and State Veteran's benefits, etc.; and

F. That the course work is part of school's program, approved by the City, leading up to a Bachelor's Degree or Master's Degree; and

G. That the individual has been admitted to the school, with a prescribed course of studies leading to an A.A, Bachelor's Degree or Master's Degree, and that the individual takes a minimum of one (1) three hour course each semester, excluding summer school.

H. If an Employee voluntarily leaves the service of the City within 24 months of completing coursework for which the City has made reimbursement, the employee shall repay to the City the full amount of the reimbursements made by the City in the 24


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months preceding the Employee's separation. This repayment may be deducted by the City from a separating Employee's final paycheck.

SECTION 3: Special Team Review Board

It is recognized by the parties to this agreement that an obligation exists to remain on special Fire Department Response Teams for a minimum duration of five years once accepted by that respective team. If at any time during the initial 5 year period, the individual is absent from 70% of the scheduled training dates he or she will be reviewed by the reviewing committee to determine if the individual will be allowed to remain on the team. If a team member is terminated or elects to resign from the team he will be obligated to reimburse the city on a pro-rated basis for the costs associated with his initial training and any equipment purchases that are specific to the individual. The individual would not be required to reimburse the City for any monthly training overtime or any specialty classes or seminars attended by the individual once he or she is a member of the team. The pro-rated costs would be defined as 20% per year for each year the member no longer participates on the team by either his or her own removal or removal by the Team Leader for lack of participation in the required amount of training sessions.

<u>DURATION OF SERVICE ON TEAM</u>	<u>AMOUNT OF REIMBURSEMENT</u>
Less than one year on respective Team	100% reimbursement
Less than two years on respective Team	80% reimbursement
Less than three years on respective Team	60% reimbursement
Less than four years on respective Team	40% reimbursement
Less than five years on respective Team	20% reimbursement

If an individual is incapable of continuing his responsibility to his chosen special team he can petition the Fire Chief to have a hearing in front of the Special Team Review Board.

The Special Team Review Board will consist of the following individuals:

1. A Special Team representative of Local 44 to be selected by Local 44;
2. The Team Leader of the Team in question
3. The Director of Human Resources for the City of Joliet

The Special Team Review Board shall review requests for discontinuing participation on special teams, including all pertinent evidence and testimony, and shall make a recommendation to the Fire Chief.

The Fire Chief shall not arbitrarily and unnecessarily deny a request to discontinue the special team that the individual is a member of. Consideration will be given, but not limited to, the following:

1.

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The Special Team Review Board's recommendation


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2. Whether adequate documentation of the need to discontinue Special Team duties was presented by the individual requesting such discontinuance.

SECTION 4: The Educational Incentive benefit previously provided to certain members of Local 44 has been repealed. The contractual provisions pertaining thereto have been relocated to Exhibit "C" for historical purposes.

ARTICLE XXIII

MILITARY LEAVE

Military leave shall be granted in accordance with State and Federal law.

ARTICLE XXIV

SICK LEAVE

SECTION 1:

The City agrees that any employee who is disabled or ill shall be entitled to deplete his or her entire accrued Sick Leave prior to being required by the City to apply for disability pension or to be separated from the City's employment.

SECTION 2:

Upon entrance to the fire service, an employee shall receive a bank of eighty-four (84) hours of Sick Leave. The Union agrees to underwrite any loss of monies of this bank of hours due to termination of employee.

SECTION 3:

A full-time Fire Department employee assigned to a 24 hour regular work day will receive fourteen (14) hours with pay per month of continuous service credited to his or her Sick Leave accumulation record (Sick Leave Bank). -The maximum accumulation of Sick Leave credit shall be 2,130 working hours for employees assigned to work a 24 hour duty day.

Each employee who works a 24 hour duty day and who is absent from duty for a period of three (3) work days or more in any given month shall not earn fourteen (14) hours of Sick Leave for that month.

SECTION 4:

Sick Leave credit may be used for non-duty related illness, injury or off-the-job incurred disability. One (1) day of Sick Leave credit with pay shall be deducted from an


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employee's Sick Leave accumulation record for each duty day not worked, due to illness, injury or off-the-job incurred disability, except that a Fire Department employee who is assigned to a duty day of 24 hours shall have one and four-tenths (1.4) days, or eleven and two-tenths (11.2) hours Sick Leave credit with pay deducted from his or her Sick Leave accumulation record for each duty day not worked, due to illness, injury or off-the-job incurred disability. Until December 31, 1997, but not thereafter, if a holiday occurs during a period when an employee is on authorized Sick Leave absence, the employee shall receive pay for the holiday, and the holiday shall not be deducted from the employee's Sick Leave accumulation record. Sick Leave is a privilege which can only be authorized by the Fire Chief, the City Manager or their designated representatives, subject to the terms of this Agreement.

SECTION 5:

A physician's statement may be required before any Sick Leave pay is given. In cases where three (3) consecutive duty days are missed by an employee due to illness, injury, or disability, a physician's statement will be required before Sick Leave pay is given. Such statements will give reasons for the employee's inability to perform his or her duties and will become a part of the employee's personnel record. Physician statements may be used in determining from time to time whether or not an employee is able to continue the performance of duties and responsibilities.

SECTION 6:

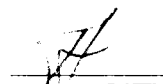
Each employee who resigns from the service of the Municipal Government of the City of Joliet will receive no compensation for accumulated but unused Sick Leave at the time of resignation unless, at the time of resignation, the employee is qualified and entitled to retirement benefits under any of the various retirement programs contributed to by the City. Said qualifying employee shall receive monetary compensation for accumulated but unused Sick Leave for forty percent (40%) of the accumulated but unused Sick Leave credit in accordance with Article X Section 18 of this Agreement and Section 7 of this Article. Such unused accumulation shall not exceed one thousand four hundred twenty (1,420) hours for employees assigned to a 24 hour regular work day.

SECTION 7:

The beneficiary or estate of an employee that dies while in the active service of the City and who has completed at least seven (7) years of service as a sworn firefighter with the City, shall receive compensation for the deceased employee's unused Sick Leave as follows:

A. Twenty-four (24) hour duty day. For up to one thousand four hundred twenty (1,420) hours of unused sick leave multiplied by an amount equal to forty percent (40%) of the employee's wage and benefit schedule as calculated in Article X, Section 18.


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SECTION 8:

A. Each employee who has completed at least seven (7) years of service with the City as a sworn firefighter and who is granted both an indefinite Unpaid Disability Leave and either a disability benefit or disability pension from the Fire Pension Board shall receive compensation for accumulated Sick Leave upon commencement of the disability benefit or pension as follows:

- (1) Twenty-four (24) hour duty day employee. For up to one thousand four hundred twenty (1,420) hours of unused Sick Leave multiplied by an amount equal to forty percent (40%) of the employee's wage and benefit schedule as calculated in Article X, Section 18.

B. Each employee who is compensated for unused Sick Leave by this Section and who subsequently returns to work shall refund such compensation of the City and shall be reinstated with the number of Sick Leave hours which the employees had accumulated at the commencement of the leave

ARTICLE XXV

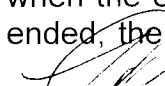
LONGEVITY PAY

SECTION 1:

In addition to regular compensation, full-time employees shall receive supplemental compensation, otherwise to be known as Longevity Pay in accordance with the provisions as set forth in this Agreement. For purposes of this Section, a full-time employee shall be defined as an individual in the employ of the City whose time worked averages thirty-five (35) or more hours per week.

SECTION 2:

For the purpose of determining longevity, the length of service of any employee shall be determined from the payroll or pension records of the City. Length of service for the purpose of computation of Longevity Pay shall include active service during probationary, temporary and permanent status in any position in the City. There shall also be included for the purpose of computation of Longevity Pay any required time spent in the active military service of the United States by an employee whose service in the City is interrupted by military service, however, the employee must receive an honorable discharge from said military service and must apply for reinstatement or return to the City's service within sixty (60) days of an honorable discharge from the military service and provided further, that there shall be included in the determination of longevity the required time spent in the active military service of the United States by any employee in the reserve military service whose employment is interrupted by recall to active duty in the military service as a result of his or her reserve status. However, when the employee's active duty in the military service as a result of reserve status is ended, the employee must return to the City service immediately and in the event the


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employee shall have ended his or her active duty or active duty reserve status, the termination of such status shall not have been other than honorable.

SECTION 3:

Each employee hired prior to July 1, 1987 and Pete Kommer shall receive Longevity Pay on an annual basis as follows:

<u>POSITION</u>	<u>STEP</u>	<u>5 Years of Service</u>	<u>10 Years of Service</u>	<u>15 Years of Service</u>	<u>20 Years of Service</u>	<u>25 Years of Service</u>
Apparatus Operator	A	372	743	1,115	1,487	1,987
	B	410	820	1,230	1,639	2,139
	C	441	882	1,323	1,764	2,264
	D/E	474	949	1,423	1,897	2,397
Firefighter	A	354	708	1,062	1,416	1,916
	B	390	781	1,171	1,561	2,061
	C	421	842	1,263	1,684	2,184
	D/E	452	903	1,355	1,807	2,307

SECTION 4:

When an employee has completed the length of service necessary to be eligible for Longevity Pay or for an increase in longevity Pay, the Longevity Pay or increase in Longevity Pay will be effective beginning with the first day of the pay period following the date of his or her eligibility and first payable on the payday for the first pay period following the date of his or her eligibility. An employee moving from Step D to Step E shall not receive an increase in Longevity Pay.

SECTION 5:

Each employee hired on or after July 1, 1987, and not receiving Longevity Pay under another Section of this Article, shall receive Longevity Pay on an annual basis as follows:

<u>POSITION</u>	<u>STEP</u>	<u>15 Years of Service</u>	<u>20 Years of Service</u>	<u>25 Years of Service</u>
Apparatus Operator	A	1,115	1,487	1,987
	B	1,230	1,639	2,139
	C	1,323	1,764	2,264
	D/E	1,423	1,897	2,397
Firefighter	A	1,062	1,416	1,916
	B	1,171	1,561	2,061
	C	1,263	1,684	2,184
	D/E	1,355	1,807	2,307


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SECTION 6:

An employee shall only be entitled to Longevity Pay under one of the Sections of this Article. In no event shall an employee receive Longevity Pay under more than one Section or in an amount exceeding the amounts specified in the table contained in Section 3.

ARTICLE XXVI

TRAVEL ALLOWANCE

Fire Department employees under the jurisdiction of this Agreement, who are required to use their personal vehicle in performing their duties, shall be entitled to mileage reimbursement under the City's mileage reimbursement policy. Provided however, that this provision shall not apply to travel between an employee's residence and the location the employee is required to report for duty.

ARTICLE XXVII

CLOTHING EQUIPMENT

SECTION 1: Basic Issue

The City shall initially outfit all personnel with clothing. Items 1-8 and 16 shall meet or exceed the minimum safety standards for such equipment as set forth by the National Fire Protection Association. Quantities of which shall be as follows:

Item 1	1	Fire Coat (with liner)
Item 2	1	Fire Helmet
Item 3	1	Self-Contained Breathing Face Mask
Item 4	1	Pair Bunker Boots
Item 5	1	Pair Bunker Pants (w/liner & suspenders)
Item 6	2	Pairs House Pants
Item 7	2	Long Sleeve Shirts W/P
Item 8	2	Short Sleeve Shirts W/P
Item 9	1	Uniform Cap
Item 10	1	Uniform Blouse W/P
Item 11	1	Pair Uniform Trousers
Item 12	1	Pair Military Lace Shoes
Item 13	1	Black Belt
Item 14	1	Black Necktie
Item 15	1	Set Insulated Underwear (knitted)
Item 16	1	Pair Gore-Tex Leather Gloves
Item 17	1	Stocking Cap
Item 18	1	Winter/Spring Jacket (Removable Lining)


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Item 19	1	Blue Sweatshirt (long sleeve)
Item 20	1	Nomex Hood
Item 21	1	White Dress Shirt (for 24 hour personnel)
Item 22	2	Class C Shirts
Item 23	2	Blue T-shirts
Item 24	1	Set of bedding for new employees (fitted sheet, sheet, pillowcase, blanket)

SECTION 2: Replacement

A. *General* Employees shall be required to repair and/or replace, at their own expense, any basic issue items of clothing and equipment lost, damaged or destroyed through their own abuse or neglect. Clothing and equipment listed as Items 1-8 and 16 & 22 above, purchased after the signing of this agreement shall meet or exceed the minimum safety standards for such equipment as set forth by the National Fire Protection Association.

B. *Equipment* The City shall replace the basic issue of protective equipment, listed as Items 1, 2, 3, 4, 5 and 16 & 20 of Section 1 above, which are damaged or destroyed through ordinary wear and tear.

SECTION 3: Uniform Wear

A. The Union agrees that uniform articles are not to be worn off-duty, except as required and/or authorized by the Fire Chief or the Chief's designated representative, e.g. funerals, parades, etc.

B. Members reserve the right to wear clothing of their choice to and from work.

SECTION 4: Equipment Standards

All protective clothing and equipment purchased after the effective date of this agreement shall meet or exceed the minimum safety standards for such equipment as set forth by the National Fire Protection Association.

SECTION 5: Badges and Helmets

Upon termination in good standing, individuals shall be allowed to keep their badges and helmets.


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SECTION 6: Repealed Clothing Allowance Benefit

The Clothing Allowance benefit previously provided to certain members of Local 44 has been repealed. The contractual provisions pertaining thereto have been relocated to Exhibit "D" for historical purposes.

ARTICLE XXVIII

GROUP INSURANCE PROGRAM

- (a) Healthcare shall remain status quo for all Employees, Retirees, Retiree spouses and family coverage under the current Group Health Insurance Benefits Plan and shall remain unchanged through December 31, 2030 and shall be a permissive subject of bargaining until December 31, 2030. Therefore, the City understands that if it should request bargaining prior to December 31, 2030, and the Union declines to discuss this Article, the City shall not be entitled to any further rights to seek modification of this Article.
- (b) The only exception to Paragraph (a) above is that if the Cadillac Tax (a/k/a excise tax) under the Affordable Care Act, as amended, is imposed, the labor agreements shall be reopened in 2025 if the City is penalized under such tax. All parties agree that only the financial consequences of the tax will be addressed.

SECTION 1: Active Employees

(a) Group Health Insurance Benefits for Active Employees

The City shall provide group health insurance benefits for each permanent, full-time employee covered by this Agreement, and their dependents, in accordance with the Plan Document ("Plan") currently on file in the Office of the City Clerk, except as may be otherwise expressly set forth herein. A summary of the key health insurance benefits to be provided by the City to eligible active employees is as follows:

<u>SUMMARY OF KEY HEALTH INSURANCE BENEFITS FOR ACTIVE EMPLOYEES</u>	
<u>General Provisions</u>	
<u>Item</u>	<u>Benefit</u>
Lifetime Maximum for all Benefits	\$3,000,000
Individual Premium	\$50 payroll deduction per pay period (\$1,300 per benefit period) (effective 1/1/2010)
Family Premium	\$50 payroll deduction per pay period (\$1,300 per benefit period) (effective 1/1/2010)
Individual Deductible	
Participating Provider	\$250 per benefit period (effective 1/1/2010)
Non-Participating	\$500 per benefit period (effective 1/1/2010)
Family Deductible	
Participating Provider	\$500 per benefit period (\$250/person, not to exceed \$500)

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Non-Participating	for entire family) (effective 1/1/2010) \$1,000 per benefit period (\$500/person, not to exceed \$1,000 for entire family) (effective 1/1/2010)
Individual Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document)	
Participating Provider	\$1,000 per benefit period
Non-Participating	\$3,000 per benefit period
Family Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document)	
Participating Provider	\$3,000 per benefit period
Non-Participating	\$9,000 per benefit period

Hospital Benefits

<u>Item</u>	<u>Benefit</u>
Inpatient Covered Services	
Participating Provider	100% of the Eligible Charge
Non-Participating	70% of the Eligible Charge
Outpatient Covered Services	
Participating Provider	100% of the Eligible Charge
Non-Participating	70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge

Physician Benefits

<u>Item</u>	<u>Benefit</u>
Surgical Covered Services	
Participating Provider	100% of the Maximum Allowance
Non-Participating	70% of the Maximum Allowance
Medical Covered Services	
Participating Provider	80% of the Maximum Allowance
Non-Participating	70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance

Prescription Drug Program Benefits

<u>Item</u>	<u>Employee Copayment</u>
Generic Drugs	\$8 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$15 per prescription
Brand Name Drugs (for which there is a generic available)	\$35 per prescription
<u>Home Delivery Prescription Drug Program (90 day supply)</u>	
Generic Drugs	\$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$28 per prescription
Brand Name Drugs (for which there is a generic available)	\$68 per prescription

Dental Benefits

<u>Item</u>	<u>Benefit</u>
Deductible	\$25 per benefit period
Preventative Services	100% of the Usual and Customary (U&C) Fee
Primary Services	100% of the U&C Fee
Major Services	50% of the U&C Fee
Benefit Period Maximum	\$1,000
Orthodontic Services	50% of the U&C Fee
Orthodontics Lifetime Maximum	\$1,000
Passive PPO Plan	Same benefits and limits as above

(b) Group Term Life Insurance Benefits for Active Employees

In addition to the foregoing group health insurance benefits, the City shall also provide, at no charge to the employee, group term life insurance for each active full-time employee, but not their dependents, with a death benefit of \$10,000 payable as directed by the covered employee.

(c) Group Long Term Disability Benefits for Active Employees

In addition, the City shall provide, at no charge to the employee, group long term disability insurance for each active full-time employee.

(d) Working Spouses and Dependents of Active Employees


(1) Primary Coverage Limited

In the event the spouse or a dependent of an active employee enrolled in the City's group health insurance plan is employed on a non part-time basis (defined as 36 hours or more per week on average), and the spouse or dependent is eligible for health insurance provided by his or her employer, then the spouse or dependent shall not be insured by the City on a primary basis. Coverage by the City on a secondary basis shall be available, provided the spouse or dependent has enrolled with his or her employer for primary coverage, the spouse or dependent is properly enrolled in the City's Plan and all applicable premiums and copayments are paid as required.

(2) Waiver/Premium Credit

In the event the employer of the employee's spouse or dependent offers health insurance benefits, but does not offer individual coverage to the spouse or dependent on a primary basis for a premium totaling \$1,300 or less per year, then, at the option of the City, the City may elect to either waive the limitation on primary coverage set forth herein or provide the active employee with a credit against premiums due the City in the amount that the third party employer premiums exceed \$1,300 per year. The City may make or modify this election during each annual open enrollment period or at the time the City is informed by the employee that the employee's spouse or dependent has become eligible for employer-provided health insurance as provided below.


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(3) Duty of Employee to Notify City of Status of Spouse or Dependent

The City shall provide an annual open enrollment process in which the employee shall be required to provide sufficient information to the City to establish the proper status of a spouse or dependent in order to determine eligibility for benefits and appropriate premiums and copayments under this Section. In addition, employees shall notify the City of a spouse or dependent becoming eligible for employer-provided health insurance within thirty (30) days of such eligibility. The City shall also permit mid-year changes in enrollment status of spouses and dependents due to changes in employment status.

An employee's failure to timely notify the City of a change in the status of a spouse or dependent, or to provide complete and accurate information required by the City pursuant to this Section may constitute just cause for discipline and for the denial or limitation of benefits and for the reimbursement of benefits improperly paid.

(4) Coordination of Benefits-Dependent Children of Parents not Separated or Divorced or of Divorced Parents Having Joint Custody

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent whose birthday falls earlier in the year shall provide primary coverage for the dependent child. If both parents have the same birthday, then the plan that has provided coverage longer shall provide primary coverage.

(5) Coordination of Benefits-Dependent Children of Divorced or Separated Parents

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent with custody of the child shall provide primary coverage and the plan of the spouse of the parent having custody shall provide secondary coverage. The plan of the parent not having custody of the child shall provide the next level of coverage.

The foregoing notwithstanding, if an order or decree issued by a court of competent jurisdiction provides a different method of coordination of benefits, then such method shall govern and control upon proper notification to the affected plans.

(e) Active Employee Election to Opt Out of Plan

An active employee may opt out of the City's group health insurance plan at any time upon the submittal of written notice to the Department of Human Resources, or as the City Manager may otherwise direct. An election to opt out shall take effect on the first day of the second complete pay period following the submittal of written notice.

An employee that opts out shall not be required to pay the required premium for the City's group health insurance plan. In addition, an active employee that elects to opt out shall be eligible for an Opt Out Incentive. The amount of the Opt Out Incentive for


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employees having individual coverage shall be \$100 per pay period. The amount of the Opt Out Incentive for employees having family coverage shall be \$200 per pay period. The Opt Out Incentive shall be paid in conjunction with regular payroll but, to the extent permitted by law, shall not be considered salary for purposes of calculating hourly rates, pension benefits, overtime pay, holiday stipend, sick leave or vacation buyouts. The City may withhold income taxes from the Opt Out Incentive.

An employee who elects to opt out shall not be eligible for City group health insurance benefits after the opt out notice takes effect, whether on a primary, secondary or other basis. An election to opt out shall remain in effect until properly rescinded by the employee. In order to rescind an election to opt out, the employee must file a written notice with the Department of Human Resources that the employee is reenrolling in the City's group health insurance plan for the upcoming benefit period. This notice can only be filed during the annual open enrollment period or upon the occurrence of a midyear Qualifying Change in Status. The Opt Out Incentive shall be terminated at the time the opt out rescission takes effect.

For the purposes of this Section, a Qualifying Change in Status shall mean an event that affects eligibility for coverage in the City Plan, such as marriage, legal separation, divorce, loss of all eligible dependents, gain of eligible dependents, an employee gaining or losing eligibility for coverage in another health insurance plan, loss or gain of Medicare for any reason and coordination of a spouse's open enrollment period.

An Employee having a spouse that is also employed by the City, or that is enrolled on the City's Plan in his or her own right as a City retiree or disabled person, is not eligible for the Opt Out Incentive, unless both the Employee and his or her spouse elect to opt out, in which case neither the Employee nor the spouse shall be entitled to coverage on the City's Plan on a primary, secondary or other basis.


An Employee having a spouse that is also employed by the City shall be required to pay the monthly premium on an individual or family basis as the employee may designate (unless both the Employee and the Employee's spouse elect to opt out as provided above). In addition, if such an employee and his or her City-employed spouse enroll for family coverage, then the City shall provide coverage to the employee, the spouse and their respective dependents on a primary and secondary basis for Hospital Benefits and Physician Benefits (but not Dental Benefits or Supplemental Vision Benefits).

SECTION 2: Separating Employees (Retirees)

The City of Joliet shall allow each former employee who at the time of separation has a minimum of twenty (20) years of service as a full time City of Joliet Fire Department bargaining unit employee and who is at least 50 years of age to continue to receive the following group insurance benefits.



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SUMMARY OF KEY HEALTH INSURANCE BENEFITS FOR SEPARATING EMPLOYEES

General Provisions

<u>Item</u>	<u>Benefit</u>
Lifetime Maximum for all Benefits	\$3,000,000
Premium	\$0 for the separating employee. \$118.20 per month for a spouse under 65, \$59.10 per month for a spouse over 65 (on Medicare) and \$217.68 per month for family coverage
Individual Deductible Participating Provider Non-Participating	\$250 per benefit period (effective 1/1/2010) \$500 per benefit period (effective 1/1/2010)
Family Deductible Participating Provider Non-Participating	\$500 per benefit period (\$250/person, not to exceed \$500 for entire family) (effective 1/1/2010) \$1,000 per benefit period (\$500/person, not to exceed \$1,000 for entire family) (effective 1/1/2010)
Individual Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document) Participating Provider Non-Participating	 \$1,000 per benefit period \$3,000 per benefit period
Family Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document) Participating Provider Non-Participating	 \$3,000 per benefit period \$9,000 per benefit period

Hospital Benefits

<u>Item</u>	<u>Benefit</u>
Inpatient Covered Services Participating Provider Non-Participating	100% of the Eligible Charge 70% of the Eligible Charge
Outpatient Covered Services Participating Provider Non-Participating	100% of the Eligible Charge 70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge

Physician Benefits

<u>Item</u>	<u>Benefit</u>
Surgical Covered Services Participating Provider Non-Participating	100% of the Maximum Allowance 70% of the Maximum Allowance
Medical Covered Services Participating Provider Non-Participating	80% of the Maximum Allowance 70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance


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<u>Prescription Drug Program Benefits</u>	
<u>Item</u>	<u>Employee Copayment</u>
Generic Drugs	\$8 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$15 per prescription
Brand Name Drugs (for which there is a generic available)	\$35 per prescription
<u>Home Delivery Prescription Drug Program (90 day supply)</u>	
Generic Drugs	\$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$28 per prescription
Brand Name Drugs (for which there is a generic available)	\$68 per prescription

In addition to the foregoing group health insurance benefits, the City shall also provide, at no charge to the employee, group term life insurance for each eligible separating employee, but not their dependents, with a death benefit of \$10,000 payable as directed by the separated employee.

SECTION 3: Health Benefit Plan for Disabled Employees

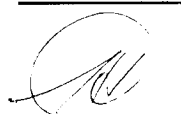
The City shall allow each former employee who at the time of separation is receiving a disability pension benefit to continue to receive the following group insurance benefits.

- (a) Hospital Benefits and Physician Benefits, including eligible dependents, as outlined above.
- (b) Dental Benefits, including eligible dependents, as outlined above.
- (c) Group term life insurance in the amount of \$10,000.
- (d) Prescription Drug Program Benefits, as outlined above.

The City shall bear the cost of these benefits for the disabled employee and the employee's eligible dependents, until the employee reaches age 50, at which time the disabled employee shall pay the monthly premium charges for eligible dependents.

SECTION 4: Health Benefit Plan for Surviving Spouse

The City of Joliet shall allow a surviving spouse and eligible dependents of a deceased employee, either active or retired at the time of death, to maintain Hospital Benefits, Physician Benefits and Prescription Drug Program Benefits provided these individuals pay the monthly premium charges for this coverage to the City. This coverage shall cease upon remarriage of the employee's spouse.



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SECTION 5: Plan Coverage

Payment of any and all benefits described in this Article shall be made solely in accordance with and subject to the terms, conditions and provisions of the Plan Documents which are on file in the Office of the City Clerk. Each covered employee shall receive a booklet describing the coverages provided under both the Group Life and Hospitalization, Dental and Long Term Disability plans.

SECTION 6: Joint Health Care Review Committee

The Union shall designate one (1) of its members to represent it on the Joint Health Care Review Committee, consisting of one (1) representative from each bargaining unit and designated members of the City Administration. This committee shall meet at least monthly during the term of this contract, in order to determine and establish the most cost beneficial health care program to both the City and its employees.

This Section shall be without prejudice to the right and authority of the City and the Union to bilaterally negotiate issues pertaining to health insurance and, in the event of impasse, to seek interest arbitration in accordance with applicable law.

SECTION 7: Other Benefits

(a) Wellness Benefit

Each employee and dependents are eligible to receive reimbursement up to a maximum of \$200.00 per calendar year for treatment or services rendered for eye care, or the \$200.00 reimbursement may be used by the employee for the purpose of participating in a physical fitness program at an accredited college, health club or public gymnasium. However, the allowance of \$200.00 for an Annual Routine Physical Examination, provided under the City's Health Benefit Plan, shall be forfeited if the employee uses the \$200.00 allowance for eye care or a qualifying physical fitness program.

(b) Supplemental Accident Benefit Repealed

The \$300 Supplemental Accident Coverage benefit is repealed effective October 1, 2009.

(c) Supplemental Vision Benefit

Effective January 1, 2010, in addition to any other benefit provided under this Agreement, each Employee and their dependents shall be eligible for a group vision care benefit with an annual benefit limit of \$150.00 per benefit period for the purchase of prescription vision care products and professional vision care services, including, but not limited to, eye examinations by a licensed ophthalmologist or optician, prescription eyeglasses, prescription contact lens and vision correction or enhancement surgery by a medical doctor.


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SECTION 8: Section 125 Plan

The City shall administer a Section 125 plan as provided under the Internal Revenue Code.

ARTICLE XXIX

OTHER THAN TWENTY FOUR HOUR ASSIGNMENT

Employees covered by this Agreement who may perform the duties in a classification higher than his or her regular classification, shall be compensated at the higher classification rate of pay. Terms of employment for a member of Local 44 other than a 24 hour duty day shall be negotiated by the City and the Union.

ARTICLE XXX


WAGES

SECTION 1: Employees shall be compensated in accordance with the Annual Base Salary schedule attached hereto as Exhibit "A".

SECTION 2: Each employee covered by this Agreement shall advance through the pay steps as follows:

<i>From</i>	<i>To</i>	<i>Term</i>	<i>Action</i>
A	B	At least 1 year	Merit
B	C	1 year	Automatic
C	D	1 year	Automatic
D	E	For FAO's with 3 years in Grade, or For employees with 10 years in the sworn fire service	Automatic

- A. From the date of hire for a period of at least one (1) year, the employee shall be compensated at Step A.
- B. One (1) year after the date of hire, each employee shall be advanced to Step B pending receipt of a satisfactory Performance Evaluation by the Fire Chief. Any employee not receiving a satisfactory Performance Evaluation shall be re-evaluated a minimum of one (1) time every six (6) months until the employee receives a satisfactory Performance Evaluation.


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- C. One (1) year after advancing to Step B, the employee shall be automatically advanced to Step C.
- D. One (1) year after advancing to Step C, the employee shall be automatically advanced to Step D.
- E. Three (3) years after appointment to Fire Apparatus Operator, the employee shall be automatically advanced to Step E.
- F. Ten (10) years after appointment to the Fire Department sworn service, the employee shall be automatically advanced to Step E of his or her position as applicable. A Step E Firefighter promoted to Apparatus Operator shall be a Step E Apparatus Operator.

SECTION 3:

The City shall pay each K-9 Officer the sum of \$100.00 per month. In addition, each K-9 Officer shall be granted one day's pay per month (24 hours pay times the employee's straight time hourly rate specified in Exhibit "A") for the time the K-9 Officer spends providing for the care and maintenance of the animal. If the K-9 Officer duties are assigned in a relief or backup role, the compensation outlined above shall be prorated to reflect actual time spent performing the relief responsibilities.

ARTICLE XXXI

RULES AND REGULATIONS

SECTION 1:

The Union agrees that its members shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance. The employee agrees that Departmental rules and regulations which affect working conditions and performance shall be subject to the grievance procedure, in the event they conflict with the terms and conditions of this Agreement. Changes of Fire rules and regulations shall be posted for review by the Union for a period of thirty (30) days prior to effectiveness and implementation of the posted changes.

SECTION 2:

Both the City and the Union shall have at least two (2) but not more than five (5) representatives to sit as a Committee to update the Fire Department Rules and Regulations. The recommendations of this Committee shall be advisory in nature to the Fire Chief.


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SECTION 3:

The Union President and Secretary shall receive a copy of all Department general and special orders.

ARTICLE XXXII

REPRESENTATION AT MEETINGS, HEARINGS, TRIALS, DISCIPLINE

All employees covered by this Agreement shall be entitled to representation by the Union and/or legal counsel at all meetings, hearings, trials, and discipline that could result in disciplinary action. The President of the Union, or his or her designee, shall be notified prior to any meeting with the employee, hearing or trial that could result in any disciplinary action.

In the event the City is unable to contact the President of the Union, the following chain of command shall be followed for Union notification: Vice-President, Secretary, Treasurer, Sergeant at Arms, Shift Stewards.

ARTICLE XXXIII

SAFETY AND HEALTH

All parties to this Agreement hold themselves responsible for the mutual cooperative enforcement of Safety Rules and Regulations. Should an employee complain that his or her work for the City requires the employee to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, the matter shall be adjusted immediately by the City Manager or his or her authorized representative. If the matter is not adjusted satisfactorily, the Grievance may be processed according to the Grievance Section of this Agreement. The parties to this Agreement shall establish a Joint Safety Committee consisting of seven (7) representatives of Local No. 44, the City Manager and the Fire Chief or their designated representatives, for the purpose of promulgating a written Safety Code. All parties agree to enforce such code.

The City shall agree to abide by the policy of not operating front line equipment with less than two (2) assigned personnel on Ambulances, Trucks, Quints and Engines. The City shall agree to abide by the policy of not operating front line equipment with less than three (3) assigned personnel on Tower 6 (unless Tower 6 is out of service and an Engine and Truck are used in its place, in which case each vehicle will be staffed with one Apparatus Operator and One Firefighter). The Shift Commanders and Staff vehicles will not have these restrictions.


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ARTICLE XXXIV

REDUCTION IN FORCE

SECTION 1:

When it becomes necessary to reduce the force, lay off shall be according to Department Seniority. When the City of Joliet considers scheduling a lay off, the matter shall first be submitted to the Union representatives for discussion so that orderly acceptable process may follow. Strict application of seniority shall prevail. The City shall provide at least thirty (30) days' written notice to the Union prior to laying off members of the Union. **See Exhibit "H"**

SECTION 2:

Recall employees in a lay off status shall be recalled by the City, if the City determines that it is necessary to recall employees, in order of their Departmental Seniority.

ARTICLE XXXV

MANAGEMENT RIGHTS

Except as specifically limited to the express provisions of this Agreement, the City retains exclusively the right to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: To plan, direct, control and determine all the operations and services of the City; to determine the methods, means, organization, and number of personnel by which such operations and services shall be performed; to change or eliminate existing productivity standards, methods, materials, equipment and facilities and/or to introduce new or improved ones; to determine whether goods or services shall be made, performed, or purchased; to determine what services and operations shall be performed by the City or whether they shall otherwise be serviced, operated or performed, and to determine their nature; to establish, schedule and change the hours of work; to assign work and overtime work; to select and hire employees and assign them to work as needed; to promote, demote, transfer, suspend, discipline and discharge employees for just cause (probationary employees without cause) in accordance with the powers vested in the Fire Chief and the Board of Fire and Police Commissioners and subject to this Agreement; to make and enforce work rules; and to lay off and to relieve employees from duty because of lack of work or other reasons.


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ARTICLE XXXVI

EFFECTIVE TERM

SECTION 1:

This Agreement shall take effect on the date of its ratification and execution by duly authorized representatives of the City and the Union and shall relate back to January 1, 2016. Provided, however, there shall be no retroactivity or relation back as to special assignment pay for work performed by Employees prior to the ratification and execution of this Agreement by the City and the Union. Subject to the provisions of this Article, this Agreement shall expire on December 31, 2019.

This Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

SECTION 2:

In the event that either party desire to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE XXXVII

NO STRIKE-NO LOCKOUT

SECTION 1:


No strike. During the term of this Agreement, neither the Union, its officers or agents or any employee will instigate, promote, or engage in any strike or other stoppage of work, or interference with City operations.

SECTION 2:

No Lockout. The City will not lockout any employees during the term of this Agreement.


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ARTICLE XXXVIII

REOPENER

The Union shall be entitled to reopen this contract for further economic negotiations if the City grants economic benefits or if any benefits are attained through mediation, by any other bargaining unit which are .5% higher than those granted to Local 44 IAFF for the term of this Agreement.

ARTICLE XXXIX

DRUG AND ALCOHOL ABUSE PREVENTION POLICY

SECTION 1: General Policy Regarding Drugs and Alcohol

In the interests of employing fire officers who are fully fit and capable of performing their official duties, and for the safety and well-being of employees, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by employees of the Joliet Fire Department. Contained herein is the policy and program of the City of Joliet and the Joliet Fire Department, as specifically applied to members of the City of Joliet Fire Department.

The Fire Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit. For these reasons, the abuse of prescribed drugs, and abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Department employees is strictly prohibited on or off duty. Violation of these policies shall result in disciplinary action up to and including discharge.

SECTION 2: Definitions

A. “**Drugs**” shall mean any controlled substance listed in the Controlled Substance Act, 720 ILCS 570/102, for which the person tested does not submit a valid pre-dated prescription. Thus, the term “drugs” includes both abused prescription medications and illegal drugs of abuse. In addition, it includes “designer drugs” which may not be listed in the Controlled Substance Act but which have adverse effects on perception, judgment, memory or coordination.

A listing of drugs covered by this Policy includes, but is not limited to:

Opium
Morphine
Codeine
Heroin
Meperidine

Methaqualone
Tranquilizers
Cocaine
Amphetamines
Phenmetrazine

Psilocybin-psilocin
MDA
PCP
Chloral Hydrate
Methylphenidate


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Marijuana
Barbiturates
Glutethimide

LSD
Mescaline
Steroids

Hash
Hash Oil

B. **"Impairment"** due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his or her duties due to the effect of a drug in his or her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.

C. **"Positive Test Results"** shall mean a positive result on both GC/MS and on the split sample if such test is elected by the employee or the Union. If the initial test is positive, but the second test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Section 5. As to alcohol testing, test results showing an alcohol concentration of .04 or more (based on grams of alcohol per 100 milliliters of blood) shall be considered positive; the City shall bear the burden of proof of establishing that concentration less than .04 indicate the employee is impaired in violation of this Article.

D. The term **"drug abuse"** includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

E. The **"City"** shall include the Fire Chief, the City Manager or their respective designees.

SECTION 3: Prohibition of Drugs in the Work Place

The concealment, transportation, promotion, sale, purchase, possession, or use of the following items or substances by employees of the Fire Department is strictly prohibited while on duty or during working hours, including lunch hour, and in the work place at any time except in accordance with duty requirements:

- A. Drugs or controlled substances covered by this Policy as defined in Section 2 of this Article.
- B. Alcoholic beverages.
- C. Drug Paraphernalia.
- D. Over the counter drugs, and legally obtained pharmaceuticals, to the extent that they mentally impair the employee.

Violations of these prohibitions shall result in disciplinary action up to and including discharge. Employees subject to recall to work overtime or unscheduled hours or less than eight hours notice shall not be subject to discipline for any impairment due to alcohol or legal drugs, provided they notify their superior of their condition provided that an employee expressly notified to stand by to be immediately available for recall to work shall be restricted during the stand by period from imbibing alcohol or taking legal drugs that may impair performance.


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SECTION 4: Administration of Tests

A. ***Informing Employees Regarding Policy*** All present employees shall be supplied a copy of this Policy on Drug and Alcohol Screening and the City will meet with employees to explain the Policy. Union representatives shall be afforded the opportunity to be present to explain the Union's role in regard to the Policy. New members of the bargaining unit will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of their orientation.

B. ***Reasonable Suspicion Testing*** When there is a reasonable suspicion to believe that an employee uses illegal drugs or is physically or mentally impaired due to being under the influence of alcohol, the use of illegal drugs or the abuse or prescription drugs, the Chief shall have the right to order an employee to report for drug or alcohol testing.

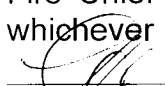
Reasonable suspicion is a suspicion based upon specific objective facts and reasonable inferences drawn from those facts. The facts for determining reasonable suspicion shall be based upon the following:

- (1) Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled drugs; or
- (2) Information provided by an identifiable third party which is independently investigated by the Chief or his or her designees to determine (where feasible) the reliability or validity of the allegation. Information from anonymous sources alone shall be insufficient grounds to order a test.

C. ***Random Testing*** There shall be no random testing or testing not based on reasonable suspicion of employees except as specifically provided for by this Article.

D. ***Accident/Injuries*** When an employee is involved in an on-the-job accident or injury, a superior officer shall conduct a preliminary investigation promptly and, as part of the investigation, shall evaluate the employee's appearance and behavior and shall promptly report his or her findings to the Fire Chief or the Chief's designee. Drug or alcohol testing may be required where there is reasonable suspicion that an error or mistake due to drug or alcohol use by the employee caused the accident or injury or where there is reasonable suspicion that an employee's alcohol or drug use may have contributed to the incident. The failure of a superior to report findings of reasonable suspicion shall be cause for discipline. When an employee operating apparatus while on duty is involved in a motor vehicle accident causing bodily injury, reasonable suspicion shall be presumed.

E. ***Arrest or Indictment*** When an employee has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty, the Fire Chief may require drug/alcohol screening or induction into a treatment program whichever is applicable.


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F. **Status of Employee Following Order for Testing** When testing is ordered, the employee will be removed from duty and placed on administrative leave with pay or non-emergency duty within the Fire Department pending the receipt of results.

G. **Return to Duty Testing** An employee who tests positive may not return to duty until the employee passes a drug test administered under this part and the medical review officer has determined the employee may return to duty.

SECTION 5: Testing Procedures

The test procedures outlined in this Section shall conform with the Substance Abuse and Mental Health Services Administration (**SAMHSA**). In the event there is any conflict between the procedures set forth in this Section and the SAMHSA Standards, the SAMHSA Standards shall control.

The Fire Chief will ensure that the following procedures are established for the collection of urine and blood specimens and the testing of such specimens at a designated SAMHSA - certified laboratory:

A. General Procedures

- (1) **Representation** Employees are entitled to Association representation. A Union representative shall accompany the employee to the collection site, provided such representative is available and that securing such representative does not delay the process for more than one (1) hour.
- (2) **Collection Sites** Collection services will be provided at a medical facility specified by the Fire Chief.
- (3) **Chain-of-Custody** In all cases, strict chain-of-custody procedures shall be followed.
- (4) **Scheduling**
 - (a) "For cause" collection of specimens for testing will not require an appointment, but the employee must be accompanied by a superior who will present identification. In most cases, the lab will be notified by phone of a collection request "on the way".
 - (b) If collection is done at an Emergency Room site, the City will notify the lab on the next business day. At the Hospital, the superior will present identification and notice that this is a lab client.


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(5) **Collection Procedure**

- (a) The employee's identity will be verified by driver's license or by superior in the absence of a picture I.D. Verification will be done by the doctor or nurse.
- (b) Drug history/drug disclosure form will be completed by the employee, and reviewed by the doctor or nurse.
- (c) A consent form will be signed by the employee and witnessed.
- (d) The specimen will be obtained as follows:

At the lab site, the collection will be unwitnessed: The employee will be fully unclothed, dressed in a hospital gown, wash his or her hands thoroughly, including under and around the fingernails; and accompanied to the bathroom door. The employee will void in a bathroom with colored toilet water, taps shut off, and devoid of soap or other materials which could be used to adulterate the specimen. At an Emergency Room site, if the specially-equipped bathroom is not available, the test will be witnessed. A doctor and/or nurse of the same gender will accompany the employee to the bathroom and will be physically present when the specimen is produced.

- (e) Blood alcohol specimen will be obtained by a nurse. Blood alcohol specimen will be labeled with name, test date, time, and will be initialed by the nurse or doctor and the employee.
- (f) Urine specimen will be sealed in full view of the employee and the confidence seal placed over the top of the bottle.
- (g) The chain-of-custody process will be initiated, the specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.
- (h) Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.
- (i) "For cause" testing will also include a medical history and physical exam to gather an understanding of any physical condition, known or unknown, of an employee, as well as to provide a third party observation and assessment of the individual.

- (j) In connection with its testing program the lab shall engage the services of a medical review officer experienced in drug testing to design an appropriate questionnaire to be filled out by an employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.
- (6) **Laboratory Process** A SAMHSA-certified laboratory will be utilized for all drug/alcohol screening processing. The laboratory shall apply the cutoff levels recognized by SAMHSA. In addition, the laboratory shall:
 - (a) Samples shall be retained of all positive specimens in accordance with SAMHSA standards.
 - (b) Use for alcohol (ethyl) a blood alcohol content (BAC) level of .04 grams per 100 cubic centimeters.
- (7) **Review of Drug Testing Results**
 - (a) **MRO Appointment** The City shall designate or appoint a Medical Review Officer (MRO). The MRO must be a licensed physical with knowledge of drug abuse disorders.
 - (b) **MRO Duties** The MRO shall perform the following functions:
 - (i) Review the results of drug testing before they are reported to the City.
 - (ii) Review and interpret each confirmed positive test result from employees as follows, to determine if there is an alternative medical explanation for the confirmed positive test result:
 - (i-a) Conduct a medical interview with the individual tested.
 - (i-b) Review the individual's medical history and any relevant biomedical factors.
 - (i-c) Review all medical records made available by the individual tested to determine if a confirmed positive test resulted from legally prescribed medication.


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- (i-d) If necessary, require that the original specimen be re-analyzed to determine the accuracy of the reported test result.
 - (iii) Determine whether and when an employee did not pass a drug test administered under procedures provided in this policy may be returned to duty.
 - (iv) If requested, assist in determining a schedule of unannounced testing, in consultation with the City, for an employee who has returned to duty.
 - (v) Ensure that an employee has been drug tested in accordance with the procedure provided in this Policy before the employee returns to duty.
- (c) **MRO Determinations** The following rules govern MRO
- (i) If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO is not required to take further action.
 - (ii) If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the illegal or unauthorized use of a drug, the MRO shall refer the individual tested to an employee assistance program, and to the Fire Chief for further proceedings.
 - (iii) Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action.

B. ***Independent Testing***

When an employee has been tested pursuant to the rules established herein and there are confirmed positive results, the employee may request that a portion of the original specimen be submitted for an independent test. The employee shall be notified of his or her right to do so and request and complete the independent test within ten (10) days of notice. The independent test shall be at the employee's expense and shall utilize equivalent testing and chain-of-custody process required by this Section (i.e., SAMHSA-certified lab and SAMHSA chain-of-custody procedures). If such independent test yields a negative test result, a portion of the original specimen shall be submitted to


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a different SAMHSA certified lab for a third test following the same chain-of-custody procedure required by this Section. The third test result shall determine whether the test is positive. The City shall bear the costs of any third test.

C. Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief and such other officials as may be designated by the Fire Chief on a need-to-know basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of treatment program(s) and investigation of disciplinary action. To the extent permitted by law, test results will be disclosed to the designated representative of the Union upon request so that it can meet its representation and administrative responsibilities as exclusive bargaining agent, if the employee refuses to give copies to the Union. Test results will not be disclosed externally except where the person tested consents or disclosure is permitted by law. Any member whose drug/alcohol screen is confirmed positive, shall have an opportunity at the appropriate stage of the disciplinary process to refute said results. A breach of confidentiality shall be considered a serious act of misconduct and the Union may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Union's statutory right to collective bargaining or the administration of grievances. The foregoing shall not be construed to limit the City's ability to compile and distribute generalized reports summarizing the results of data gathered from the administration of tests authorized by this agreement.

SECTION 6: Voluntary Request for Assistance and Employee Assistance Program

The City shall refer employees to treatment programs whose functions shall be to aid in resolving employee drug and alcohol problems, providing counseling and assistance to employees who voluntarily submit themselves for treatment or whose drug test results are positive, and monitoring employee progress through treatment and rehabilitation.

Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. There shall be no adverse employment action taken against an employee who voluntarily seeks assistance solely for having done so, provided however if an employee tests positive under Sections 4 or 5 of this Article, disciplinary action shall be administered as provided under this Agreement. When voluntary assistance is requested under this Policy, the employee may use the City's Employee Assistance Program to obtain referrals. Treatment, counseling and other support and all such requests shall be treated as confidential.

Records relating to an employee's request for assistance or participation in or documents related to such referral that come into the City's possession shall not be disclosed to parties outside the City after employee is separated from the City without the employee's consent unless required to do so by law or in defense of a legal action initiated by the employee.


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SECTION 7: Specific Responsibilities

Without limiting the Chief's general management authority, specific orders to submit to a drug test shall be conducted according to the following procedures:

A. The Fire Chief or his or her designee will:

1. Identify those employees where a drug/alcohol screen is required.
2. When necessary, initiate a preliminary investigation to determine the validity of a member's admission that he or she is presently taking lawful drugs.
 - (a) If the preliminary investigation reveals that the drugs have been legally prescribed and are being properly consumed according to prescription directions, no further investigation will ensue.
 - (b) In all other instances, a formal disciplinary action will ensue when the test results disclose positive indicators and/or evidence of drug/alcohol usage by the member.

B. The Fire Chief or his or her designee shall notify employees in writing of the date and time of a drug/alcohol screen. Employees so notified shall be allowed a reasonable time not to exceed one hour to consult with a Union representative or counsel prior to administration of the screen and at the time of any questioning.

C. The employee subject to a drug/alcohol screen will:

1. Report on a date and time determined by the Department.
2. Furnish documentation relating to the use of any prescribed drugs, i.e., prescription bottle with prescription number, prescribing physician's statement, etc.
3. Answer all pre-medical examination questions including the use of any/all prescribed drugs and the name(s) of any prescribed drugs and the name(s) of any prescribing physician(s).
4. Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examine physician or his or her designee.
5. Have in his or her possession his or her departmental identification card.



D. Any employee who is taking legal medication that could affect perception, judgment, memory, coordination or other necessary ability to perform one's duties shall report, in writing, such fact and the nature of the illness or condition requiring the medication to the Chief or his or her designee. Such information will be treated on a confidential basis.

ARTICLE XL

DISCIPLINE

The parties recognize that the Fire Chief and the Board of Fire and Police Commissioners of the City of Joliet ("Board") have certain statutory authority over employees covered by this agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10-2.1-1, et seq. The terms of this Article are nevertheless intended to supplement the authority of the Fire Chief and the Board by providing non-probationary employees with the right to choose between having a dispute as to disciplinary action resolved through a hearing before an arbitrator selected upon the grievance/arbitration procedure of this Agreement or by hearing conducted by the Board.

In accordance with §15(b) and (c) of the IPLRA, 5 ILCS 315/15(b) (c), in the event of any conflicts between this procedure and the City ordinance or Board rules, the provisions of this Agreement shall take precedence.

Disciplinary actions may consist of the following actions:

Oral reprimand

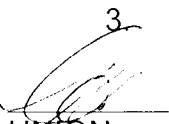
Written reprimand

Suspension (to a maximum of 5 calendar (8 hour) days by the Fire Chief on his or her own authority or up to 30 calendar (8 hour) days by the Board on its own authority or upon recommendation of the Fire Chief)

Discharge

A grievance may be filed contesting whether just cause exists for such action according to the following procedure:

1. At the time that the Chief files charges with the Board, he shall notify the affected employee and the Union of such action.
2. The employee and/or the Union may then file a grievance contesting the just cause of the disciplinary action. Such grievance shall be filed within the time limits provided by Article VI but shall be initially filed at Step 3.
3. If a grievance is filed, it may be referred to arbitration in according with the provisions of Article VI, Step 3.


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4. If the grievance is referred to arbitration by the Union, the following additional conditions shall apply:
 - a. The notice to refer the disciplinary grievance to arbitration shall be signed by the Union's designated representative and shall also contain a signed statement from the affected employee waiving any and all rights the employee may have to a hearing before the Board or to appeal the Board's actions on the charges to the courts pursuant to the Administrative Review Act.
 - b. Upon receipt of such notice referring the grievance to arbitration, the Board shall issue an order implementing the Chief's recommendation for discipline within ten (10) days of the filing of the Union's notice of referral to arbitration without further hearing. If the Board fails to act within such period, it shall be deemed to have issued a decision upholding the charges and recommended discipline as filed by the Chief. In either event, the grievance as to whether such Board action is supported by just cause shall be heard before an impartial arbitrator as provided in Step 3 of the grievance procedure (Article VI) unless the grievance is settled upon terms acceptable to the Union, the employee and the City.
5. If no grievance is filed or the Union does not refer the grievance to arbitration, the charges shall proceed to hearing and a determination shall be made by the Board.

ARTICLE XLI

EMERGENCY MEDICAL TECHNICIAN - PARAMEDIC PROGRAM

SECTION 1: Introduction

The City of Joliet and Joliet Firefighters, Local 44, IAFF, AFL-CIO recognize the need for providing the citizens of this community with the highest level of emergency medical service. To that end, the City and Local 44 enter into this agreement for the implementation of a program which will bring an emergency advance life support system to the citizens of Joliet. This program shall be called the Emergency Medical Technician-Paramedic (EMT-P) Program of the City of Joliet.

SECTION 2: Overview

The Emergency Medical Technician Paramedic (EMT-P) Program of the City of Joliet will comply with the provisions of the Emergency Medical Services Systems Act, 210 ILCS 50/1 et seq., the Rules and Regulations of the State of Illinois, Department of Public Health, 77 Ill. Admin. Code Ch. 1, Section 535 et seq. and all other laws, rules, and regulations applicable to the operation of advanced life support systems in the


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State of Illinois. The Will-Grundy Emergency Medical Service, currently operating through Silver Cross Hospital, will serve as the resource and administrative body for the City of Joliet Emergency Medical Services providing advanced life support.

In accordance with the current laws and regulations for advanced life support systems, each response unit (ambulance) will be staffed by two (2) persons. One person on each ambulance must be a certified EMT-P. The other person shall be an Emergency Medical Technician-Basic (EMT-B) or an Emergency Medical Technician-Paramedic (EMT-P).

SECTION 3: Selection of Firefighters for EMT-P Positions

A. Initially, there shall be, within the Joliet Fire Department, twenty-four (24) trained and certified Firefighter EMT-P's. Of these, twelve shall occupy ambulance bid positions. This number (the twelve ambulance bid positions) may increase or decrease based on the number of ambulances permanently in service. Current firefighters may volunteer for his or her training and certification. After the initial EMT-P program has been implemented, the number of firefighters trained and certified as EMT-P's shall increase to a minimum number of thirty-six .

B. Firefighters volunteering for these positions must be certified EMT-B's and must earn a minimum score of 75 on the pre-program test selected and administered by Will-Grundy Emergency Medical Services. Initially, twenty-four volunteers will be trained as EMT-P's.

C. If more than twenty-four (24) firefighters volunteer to train to be EMT-P's, selection shall be based upon seniority for all volunteers scoring 80 or above on the pre-program test. For those scoring between 79 and 75, selection shall be based on the highest score.

D. Firefighters must successfully complete the program addressed in Section 4 of this Article and be certified as provided for in Section 5 to occupy an ambulance bid position.

E. Of the initial twenty-four Firefighter EMT-P's, only twelve shall hold ambulance bid positions. It is understood that the other twelve initially trained and certified EMT-P's will occasionally be required to perform duties with the ambulance to replace vacancies and routine absences of ambulance-bid EMT-P's.

F. It is understood that if less than twenty-four firefighters initially volunteer to become EMT-P's, the City of Joliet will require Firefighters in their probationary period to be trained as EMT-P's or require any of the newest 42 Firefighters who are EMT-B's to become qualified, or take whatever measures are necessary to provide the desired level of Paramedic service.



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SECTION 4: Training

A. Initial training and education for the EMT-P Program shall be administered, coordinated and conducted solely by the Will-Grundy Emergency Medical Services in conjunction with Silver Cross Hospital.

B. Future training of new or existing EMT-P's shall be coordinated through a local state certified emergency medical service agency approved by the City, as required by state laws and/or rules and regulations at facilities designated by the service.

C. Authorization for training or education at alternative facilities shall be granted by the Fire Chief upon consideration of, but not limited to the following: impact on the City, operations of the Fire Department, and manpower requirements. However, any alternative program must meet the requirements established for EMT-P training programs.

D. The City will pay the educational costs of the EMT-P training in accordance with Article XXII of this Agreement.

E. Efforts will be made to schedule training and education during duty hours whenever possible. In the event that a firefighter must attend a training session during off duty hours, he will be compensated in accordance with the provisions of Article XXII of this Agreement. Such attendance during off duty hours must have the prior approval of the Fire Chief or his or her designee. It is understood that multiple, scheduled off duty attendance may receive approval by the Chief or his or her designee provided the Chief is made aware, in advance, of all such scheduled training.

F. The City will provide EMS personnel the necessary time to study on duty days provided such study time shall not interfere with normal Fire Department emergencies, training, programs, and activities. Study time shall be scheduled by the Training Officer or the Fire Chief.

SECTION 5: Certification.

A. All firefighters seeking status as an EMT-P must pass either the state or national paramedic examination. The City will pay the costs of examinations taken by its employees. Included will be overtime payment for any off-duty time required to take the test in accordance with Article XXII of this Agreement.

B. Re-certification must be obtained as required by the State of Illinois Department of Public Health. The City will pay the costs of the re-certification examinations taken by its employees. Included will be overtime payment for any off-duty time required to take the test in accordance with Article XXII of this or her Agreement.

C. The Fire Chief or his or her designee shall schedule the necessary education and training for maintenance of certification and any required upgrades. All


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EMT-P's shall be individually responsible for completing the scheduled educational training requirements necessary for maintaining their certification as well as any upgrades in training that may become required or necessary by operation of state law or the Will-Grundy Emergency Medical Service to ensure that the City of Joliet provides the highest level of emergency medical service.

D. It is understood that those employees required to be EMT-P certified must maintain State of Illinois certification. For those employees required to be EMT-P certified who by act of the Director of the Illinois Department of Public Health and after a State of Illinois Administrative Hearing have their certification revoked may be subject to layoff pending reinstatement as an EMT-P or able to be transferred to a position not requiring EMT-P certification. It is further understood that the Department will not take disciplinary and/or any adverse action against any employee who is an EMT-P based on a medical suspension imposed by a Project Medical Director without first complying with Article XXXIX of this Agreement. However, nothing in this Section will preclude the City from action up to and including discharge where revocation of EMT-P certification is the result of improper conduct as defined in the Rules and Regulations of the Board of Fire and Police Commissioners.

E. Once thirty-six EMT-P's have been trained and certified, those EMT-P's senior to the thirty-six shall have the option of allowing their EMT-P certification to lapse.

SECTION 6: Equipment and Supplies

A. The City of Joliet will be responsible for providing the necessary equipment to upgrade existing ambulances to advanced life support system standards.

B. The City of Joliet will provide all EMT-P's with the equipment necessary to perform their job, including those items required by Will-Grundy Emergency Medical Service.

SECTION 7: Firefighter Hiring Policy

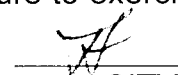
A. Effective with the implementation of this Agreement, all newly hired firefighters must complete formalized training resulting in certification as an EMT-B and EMT-P by the State of Illinois Department of Public Health and as a Firefighter II by the Illinois Fire Marshall as a condition of continued employment. To achieve this certification, newly hired firefighters will be expected to complete the following training:

<u>COURSE</u>	<u>ESTIMATED COMPLETION TIME</u>
Basic Firefighter	Nine (9) weeks
EMT-B (Semester at JJC)	Five (5) months
EMT-P	Twelve (12) months

B. All newly hired firefighters shall be required to be EMT-P's. Failure to complete the training and education for the above certification or failure to exercise due



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care and diligence to achieve timely completion of such training and education and receive certification shall be grounds for immediate termination.

C. There shall be a one year probationary period for newly hired firefighters. A newly hired Firefighter's twelve month probationary period will begin with the Firefighter's first day on shift. It is understood that if a newly hired Firefighter does not hold an EMT-P certificate, then the probationary period shall remain in effect until the Firefighter successfully graduates from Paramedic School and obtains an EMT-P certificate. During this period of extended probation, the Firefighter can only be terminated for just cause, including, but not limited to, the failure to successfully complete Paramedic School on his or her first attempt. Nothing herein shall preclude the parties from negotiating a longer probationary period than one year, should there be an amendment to the law allowing for such a probationary period.

SECTION 8: Paramedic Review Board

It is recognized by the parties to this Agreement that the obligation imposed upon the EMT-P's to continue their education with respect to the upgrading of such services and the constant and prolonged exposure by them to their duties may bring them to the point where they become incapable of performing their duties in a manner which is consistent with minimum acceptable standards. Therefore, a Paramedic Review Board shall be established to evaluate an EMT-P's request to the Fire Chief to discontinue EMT-P's duties. Such request shall include a written request to discontinue paramedic certification.

A. The Paramedic Review Board shall be comprised of the following individuals:

1. A certified EMT-P representative of Local 44 to be selected by IAFF Local 44;
2. A representative of, and selected by, the Will-Grundy Emergency Medical Service;
3. The Director of Human Resources of the City of Joliet.

B. The Paramedic Review Board shall review requests for discontinuing EMT-P duties and certification, including all pertinent evidence and testimony, and shall make a recommendation to the Fire Chief.

C. The Fire Chief shall not arbitrarily and unnecessarily deny a request to discontinue EMT-P duties and certification. Consideration will be given, but not limited to, the following:

1. The Paramedic Review Board's recommendation.


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2. Whether adequate documentation of the need to discontinue EMT-P duties was presented by the EMT-P requesting such discontinuance.

D. Discontinuance of EMT-P duties and certification shall result in the loss of the associated ambulance bid position. Written notification of discontinuance, along with the request for such discontinuance, shall be forwarded, by the Fire Chief, to the appropriate State and local agencies.

E. All proceedings of the EMT-P Review Board shall be confidential with the utmost consideration given to protect the privacy rights of the EMT-P in question.

F. Those whose request to discontinue EMT-P duties is approved may later apply to the Fire Chief for re-certification provided:

1. The employee agrees to pay all expenses associated with training and re-certification (including testing).
2. No overtime expense will be incurred by the City.
3. The employee submits an appropriate medical release if original request for discontinuance was for medical reasons.

SECTION 9: Implementation

So long as the City operates the EMT-P Program the following provisions shall apply:

A. The Firefighter on each ambulance on each shift must be an EMT-P.

B. The City reserves the right to require, in the future, that firefighter EMT-P's who become Apparatus Operators on ambulances retain their EMT-P certification to remain in that position. Should the City implement such a requirement, in the future, Apparatus Operators assigned to an ambulance will continue to receive the Paramedic Stipend in addition to their Apparatus Operator salary. Firefighters volunteering to retain EMT-P certification when promoted to Apparatus Operator, will continue to receive the Paramedic Certification Stipend in addition to their Apparatus Operator salary. An Apparatus Operator EMT-P and a Firefighter EMT-P bid to an Ambulance shall also receive the Paramedic Bid Stipend.

C. In the event that during initial implementation of this or her program more than eight firefighters from one shift participate in the EMT-P Program, seniority shall prevail at this time only for shift selection.

D. Vacancies occurring in firefighter ambulance bid EMT-P positions shall be filled by other firefighter EMT-P's.


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E. Only an EMT-P will be allowed to substitute for an EMT-P. However, a non-EMT-P shall be allowed to substitute for an EMT-P when it does not interfere with normal operation of the Fire Department, with the permission of the shift commander and such approval would not result in increased costs to the City.

SECTION 10: Compensation

A. Pickup and Pay

Effective with the implementation of this agreement the City shall pick up and pay to the Joliet Firemen's Pension Fund (the "Fund"), on behalf of each employee covered by this Agreement, the statutorily required employee contribution to the Fund. It is understood that this pick up and payment of the Fund consists of part of or all of the amount assessed against each such employee under the provisions of the Fund and shall be considered to be a payment of salary under Article XXX, Section 1 of this Agreement. Such amounts picked up and paid to the Fund will be treated as employer contributions for income tax purposes pursuant to 26 USC Section 414(h). The City shall not be required by this paragraph to pick up and pay any additional amounts to the Fund.

The Union agrees that the City's pick up and payment of contributions to the Fund is solely for the purpose of making such contributions, which otherwise would be made by the employee, nontaxable for income tax purposes and shall not be considered as reducing the salaries paid to the employees in accordance with Section 1 hereof.

The Union shall hold the City harmless and indemnify the City against any and all liabilities, losses and expenses of whatever nature arising out of the City's agreement to pick up and make payments to the Fund in accordance with this Section.

B. Paramedic Bid Compensation

All Firefighters and Fire Apparatus Operators with paramedic bid positions shall be compensated with a stipend of five per cent (5%) of their Annual Base Salary, in addition to their Annual Base Salary. This compensation shall be called "*Paramedic Bid Stipend*" and shall be included in wage calculations for pension purposes. The wage schedules, the hourly rate schedules and the Holiday Stipend schedules set forth in Exhibit "A" include and accurately reflect the Paramedic Bid Stipend.

Trained and certified EMT-P's required to perform paramedic duties to replace vacancies and routine absences of bid EMT-P's, shall receive the Paramedic Bid Stipend on days when this occurs.

An EMT-P that works overtime while working in a paramedic position shall be paid for such overtime at an overtime rate that includes the Paramedic Bid Stipend.


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C. **Paramedic Certification Stipend**

Each employee that is duly certified in accordance with law and departmental policy to perform paramedic (EMT-P) duties shall receive additional compensation (the "Paramedic Certification Stipend") equal to four and one half per cent (4.5%) of the employee's annual base salary. This compensation shall be called "*Paramedic Certification Stipend*" and shall be included in wage calculations for pension purposes. The Paramedic Certification Stipend shall be in addition to the Paramedic Bid Stipend and shall be paid in the same manner and at the same times as the Paramedic Bid Stipend.

The wage schedules, the hourly rate schedules and the Holiday Stipend schedules set forth in Exhibit "A" include and accurately reflect the Paramedic Certification Stipend.

ARTICLE XLII

LIGHT DUTY

A. Light duty assignment, upon authorization of a physician, shall have the affected individual perform duties under the direct supervision of the Fire Chief and/or Shift Commander. This light duty assignment shall be classified as follows:

1. *Duty Related Injury/Illness* An affected individual, upon authorization of a physician, shall select one (1) of two (2) work options.
 - (a) Eight (8) hour work day (40 hour week).
 - (b) Twenty-four (24) hour work day on his or her respective shift.
2. *Non-Duty Related Injury/Illness* Individual, upon authorization of a physician, shall select one (1) of three (3) work options.
 - (a) Eight (8) hour work day (40 hour week).
 - (b) Twenty-four (24) hour work day on his or her/her respective shift.
 - (c) Remain on Sick Leave until authorized by physician to return to full duty or until the employee exhausts his or her Sick Leave, which ever occurs first.

B. Light Duty personnel shall not fill any vacancies on front line equipment.

C. Light duty assignments shall commence no sooner than the employee's next regularly scheduled duty day.


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ARTICLE XLIII

OFF-DUTY FIREFIGHTING AND EMS DUTIES

For reasons stated below, the City and Union agree no Employee shall perform active fire fighting and/or EMS duties for jurisdictions operating a paid or volunteer fire department other than the City of Joliet.

(a) The provision of fire protection services and EMS services to the public is a dangerous occupation requiring highly trained, physically capable personnel using appropriate methods and equipment under the direction of experienced supervisors. As such, the performance of fire protection duties without the requisite training, methods, equipment or supervision may threaten the health and well-being of employees and the public.

(b) Employees who perform fire protection duties on a voluntary basis or as a result of outside employment are subject to increased exposure to hazardous conditions that may result in a greater incidence of illness or injury. Consequently, the performance of such duties for other municipalities may have a direct bearing on employees' ability to perform fire protection duties for the City of Joliet.

(c) State statute has established a presumptive causal relationship between an employee's fire suppression duties and certain heart and lung disabilities the employee may develop. The City of Joliet and its taxpayers are financially liable for the employee's duty disability benefits, and must be confident that such disabilities are the result of the employee's work for the City and not for another municipality.

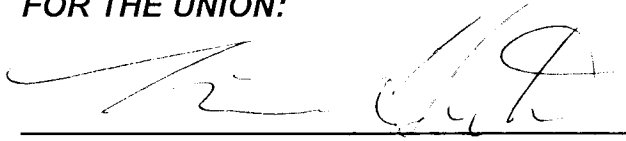
(d) The prohibition against employees of the Joliet Fire Department from performing fire fighting and/or EMS duties for jurisdictions other than the City of Joliet shall be in effect upon ratification of this Agreement.


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RATIFICATION

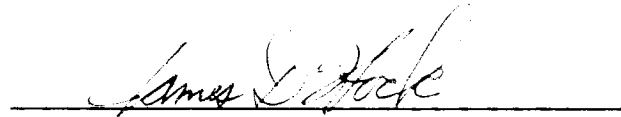
IN WITNESS WHEREOF, the City of Joliet, an Illinois municipal corporation, and the International Association of Fire Fighters, Local 44, AFL-CIO, a labor organization, hereby enter into this collective bargaining agreement in accordance with the laws of the State of Illinois this 25 day of April, 2016 by their duly authorized representatives.

FOR THE UNION:



TIM HUNTER
President, IAFF Local 44

FOR THE CITY:



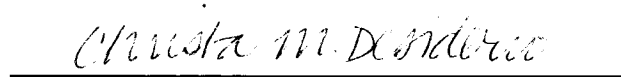
JAMES D. HOCK
City Manager

ATTEST:

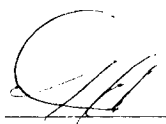


BURKE SCHUSTER
Secretary, IAFF Local 44

ATTEST:



CHRISTA M. DESIDERIO
City Clerk


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Exhibit A - Wage and Rate Schedules

2016-2017	ANNUAL BASE SALARY/STEPS					ANNUAL DUTY HOURS					STRAIGHT TIME HOURLY RATE				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
Apparatus Operator	71,703	78,825	84,845	90,869	95,347	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	27.61	30.35	32.67	34.99	36.71
AO/Paramedic/bid	78,515	86,313	92,905	99,502	104,405	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	30.23	33.23	35.77	38.31	40.20
AO/Paramedic	74,930	82,372	88,663	94,958	99,638	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	28.85	31.71	34.14	36.56	38.36
Firefighter	58,437	75,071	80,805	86,542	90,807	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	22.50	28.90	31.11	33.32	34.96
FF/Paramedic/bid	63,989	82,203	88,481	94,763	99,434	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	24.64	31.65	34.07	36.48	38.28
FF/Paramedic	61,067	78,449	84,441	90,436	94,893	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	23.51	30.20	32.51	34.82	36.53
2018															
Apparatus Operator	73,137	80,401	86,542	92,686	97,254	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	28.16	30.96	33.32	35.69	37.44
AO/Paramedic/bid	80,085	88,039	94,764	101,492	106,493	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	30.83	33.90	36.49	39.08	41.00
AO/Paramedic	76,428	84,019	90,437	96,857	101,631	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	29.43	32.35	34.82	37.29	39.13
Firefighter	59,606	76,572	82,421	88,273	92,623	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	22.95	29.48	31.73	33.99	35.66
FF/Paramedic/bid	65,268	83,847	90,251	96,659	101,422	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	25.13	32.28	34.75	37.21	39.05
FF/Paramedic	62,288	80,018	86,130	92,245	96,791	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	23.98	30.81	33.16	35.52	37.27
2019															
Apparatus Operator	74,600	82,009	88,273	94,540	99,199	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	28.72	31.57	33.99	36.40	38.19
AO/Paramedic/bid	81,687	89,800	96,659	103,522	108,623	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	31.45	34.57	37.21	39.86	41.82
AO/Paramedic	77,957	85,699	92,245	98,795	103,663	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	30.01	33.00	35.52	38.04	39.91
Firefighter	60,798	78,104	84,070	90,038	94,476	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	23.41	30.07	32.37	34.67	36.37
FF/Paramedic/bid	66,574	85,524	92,056	98,592	103,451	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	25.63	32.93	35.44	37.96	39.83
FF/Paramedic	63,534	81,619	87,853	94,090	98,727	2,597.33	2,597.33	2,597.33	2,597.33	2,597.33	24.46	31.42	33.82	36.23	38.01

Straight Time Hourly Rate = Annual Base Salary/Annual Duty Hours
 Holiday Stipend = Straight Time Hourly Rate * 24 Hours * 6.3 Days
 Overtime Rate = (Annual Base Salary + Holiday Stipend) / Annual Duty Hours * 1.5

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Exhibit A - Wage and Rate Schedules

	HOLIDAY STIPEND					OVERTIME RATE				
	A	B	C	D	E	A	B	C	D	E
2016-2017										
Apparatus Operator	4,174	4,589	4,939	5,290	5,550	43.82	48.17	51.85	55.53	58.27
AO/Paramedic/bid	4,571	5,025	5,408	5,792	6,078	47.98	52.75	56.78	60.81	63.81
AO/Paramedic	4,362	4,795	5,161	5,528	5,800	45.79	50.34	54.19	58.03	60.89
Firefighter	3,402	4,370	4,704	5,038	5,286	35.71	45.88	49.38	52.89	55.50
FF/Paramedic/bid	3,725	4,785	5,151	5,516	5,788	39.11	50.24	54.07	57.91	60.77
FF/Paramedic	3,555	4,567	4,916	5,265	5,524	37.32	47.94	51.60	55.27	57.99
2018										
Apparatus Operator	4,258	4,680	5,038	5,396	5,662	44.70	49.14	52.89	56.64	59.44
AO/Paramedic/bid	4,662	5,125	5,517	5,908	6,199	48.94	53.80	57.91	62.03	65.08
AO/Paramedic	4,449	4,891	5,265	5,638	5,916	46.71	51.35	55.27	59.19	62.11
Firefighter	3,470	4,458	4,798	5,139	5,392	36.43	46.80	50.37	53.95	56.61
FF/Paramedic/bid	3,800	4,881	5,254	5,627	5,904	39.89	51.24	55.16	59.07	61.98
FF/Paramedic	3,626	4,658	5,014	5,370	5,635	38.07	48.90	52.64	56.37	59.15
2019										
Apparatus Operator	4,343	4,774	5,139	5,504	5,775	45.59	50.12	53.95	57.78	60.62
AO/Paramedic/bid	4,755	5,228	5,627	6,026	6,323	49.92	54.88	59.07	63.27	66.38
AO/Paramedic	4,538	4,989	5,370	5,751	6,035	47.64	52.37	56.37	60.38	63.35
Firefighter	3,539	4,547	4,894	5,241	5,500	37.16	47.73	51.38	55.03	57.74
FF/Paramedic/bid	3,875	4,979	5,359	5,739	6,022	40.69	52.27	56.26	60.25	63.22
FF/Paramedic	3,699	4,751	5,114	5,477	5,747	38.83	49.88	53.69	57.50	60.34

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EXHIBIT "B"

Holiday Benefits In 1997-1998 Agreement

SECTION 1:

For the purpose of this Agreement, the recognized holidays shall be:

New Year's Day
Martin Luther King Jr Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
General Election Day - House of Representatives
Christmas Day

Should any of these days fall while the employee is on vacation or during his or her scheduled days off, not including compensatory days, the employee shall receive an additional day off. This should be designated as a compensatory day. If the employee is scheduled to work on the holiday, the employee shall be paid at the rate double time the rank pay.

SECTION 2:

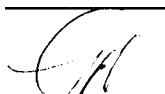
Compensatory days may be drawn one at a time by seniority within each shift, in each division as agreed to by the Union and the Chief.

SECTION 3:

The Union will furnish a list of the exact Holidays (reference Section 1) for the year to following by November 1st of the year prior to the new year.

SECTION 4:

Once holidays are drawn, the schedule shall be followed for the year even though the City or other government bodies may change or celebrate difference dates.


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SECTION 5:

A person may change his or her compensatory schedule day off for another date, if it does not conflict with manpower requirements and is authorized by the Shift Commander.

SECTION 6:

No employee shall be required to use his or her compensatory day during a period of job related injury or illness when this injury or illness shall have occurred prior to the beginning of his or her compensatory day.

SECTION 7:

An employee will be given one day off with pay to celebrate his or her birthday. This day will be drawn as one additional vacation day or compensatory day. Eight hour employees will receive two 8-hour shifts off. Twenty-four hour employees will receive one 24-hour shift off.

SECTION 8:

An employee who is called back or held over to work on a holiday shall receive triple time pay for a minimum of 4 hours or for the time to which he is entitled to overtime pay as agreed to in other Articles of this Working Agreement, including Article X, Section 3 and 14.


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EXHIBIT "C"

Educational Incentive in 2004-2007 Agreement

SECTION 2: Educational Incentive

A. Employees who voluntarily participated in non-required education and training programs as sworn members of the Joliet Fire Department prior to October 1, 1977, shall be eligible to continue to receive educational incentive pay on the following basis:

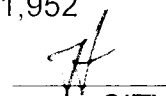
- (1) Upon receipt of an Associate's degree in Fire Science or upon completing the first two (2) program years of a Bachelor's degree in a field approved by the City, for the individual, prior to the individual's course enrollment, eligible participating individuals shall receive a flat dollar amount in addition to regular straight time, base pay as indicated by the following table.

<u>POSITION/STEP</u>		<u>EDUCATIONAL INCENTIVE PAY</u>
Fire Apparatus Operator	A	\$ 929
	B	\$1,025
	C	\$1,102
	D/E	\$1,186
Firefighter	A	\$ 885
	B	\$ 976
	C	\$1,053
	D/E	\$1,129

- (2) Upon receipt of a Bachelor's degree in a field previously approved for the individual by the City, eligible participating individuals shall receive a total educational incentive pay above their regular straight time, base pay as indicated by the following table:

<u>POSITION/STEP</u>		<u>EDUCATIONAL INCENTIVE PAY</u>
Fire Apparatus Operator	A	\$1,858
	B	\$2,049
	C	\$2,205
	D/E	\$2,372
Firefighter	A	\$1,770
	B	\$1,952


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C	\$2,106
D/E	\$2,259


B. Employees who have not voluntarily participated in non-required education and training programs as sworn members of the Joliet Fire Department prior to October 1, 1977, shall be able to receive educational incentive pay on the following bases: Upon receipt of an Associate's degree in Fire Science, or upon completing the first two (2) program years of a Bachelor's degree in a field approved by the City for the individual, prior to the individual's course enrollment, eligible participating individuals shall receive a flat dollar amount in addition to regular straight time base pay as indicated by the table in Section 2a.(1) above.

C. No incentive pay shall be authorized for pursuit of any academic coursework which is:

- (1) Not directly related to successful completion of coursework, as outlined above and required for either:
 - (a) An Associate's degree in Fire Science; or
 - (b) A Bachelor's degree in a field approved by the City for the individual prior to program enrollment; or
- (2) Taken after receipt of the Bachelor's degree.

SECTION 3: Deadline for Completion of Degree

No new Educational Incentive Pay or increase in Educational Incentive Pay may be granted to any employee who has not become enrolled in his or her final course prior to June 30, 1984, in order to complete degree requirements.


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EXHIBIT "D"

Clothing Allowance in 1999-2003 Agreement

SECTION 2: Maintenance

In 1999 the City shall annually compensate each employee for dry cleaning and clothing maintenance in the amount of \$775.00 pro-rated to be paid in equal installments in June and December. The phased elimination of this benefit shall be accomplished as follows:

- (a) Increase the annual base salary of each employee by \$387.50 in 2000 after the general wage increase for 2000 has been calculated.
- (b) Payment of \$387.50 to each employee with the first full payroll period in June of 2000.
- (c) Increase the annual base salary of each employee by \$387.50 in 2001 after the general wage increase for 2001 has been calculated.
- (d) The clothing maintenance stipend benefit shall terminate in its entirety after the base salary increase specified in sub-paragraph (c) takes effect.

The salary schedules contained in Article XXX, the rate tables set forth in Article X and the Holiday Stipend tables in Article XIV include and accurately reflect the phased inclusion of the clothing maintenance benefit in base salaries.



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EXHIBIT "E"

1977 Strike Settlement Agreement

It is hereby agreed between the undersigned parties, hereinafter referred to respectively as the "Union" and the "City" that in consideration of their mutual agreement to the collective bargaining agreement attached hereto as Appendix "A", the following additional promises are made.

1. The Union will terminate its strike and employees participating in the strike will immediately return to work.

2. The City will cause the withdrawal and dismissal of all legal proceedings currently pending against the Union and its members.

3. All employees of the City who failed to report for their regularly scheduled work during the period beginning at 7:15 a.m. April 1, 1977, and ending at 6:00 a.m. April 8, 1977, or otherwise failed to complete their full days work during said period will forfeit any and all pay they otherwise would have received during said period.

4. The Union, its officers, members, and agents agree that they will take no ~~reprisals or disciplinary actions, including fines, harassments or other forms of coercion~~ against any employee of the City because of said employee's participation or non-participation in the strike which began at 7:15 a.m. April 1, 1977, and ended at 8:00 a.m. April 8, 1977. The City agrees that it shall not institute any disciplinary action or reprisal nor otherwise discriminate against any employee because of its employee's participation or non-participation in the strike.

5. Any questions or disputes concerning the interpretation or application of this Agreement will be subject to resolution according to the Grievance and Arbitration procedure contained in the Collective Bargaining Agreement between these same parties.

/S/ Local No. 44, IAFF

/S/ CITY OF JOLIET


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EXHIBIT "F"

Fire Apparatus Operator

General Statement of Duties

Under supervision, drives, operates and maintains (in accordance with his or her classification) fire apparatus and related firefighting equipment, engages directly in firefighting, fire prevention activities and training which are designed to protect and safeguard lives and property; assists in routine maintenance of fire stations and equipment. Performs prescribed duties in any emergency so declared by the Fire Chief.

Distinguishing Features of the Class

A Fire Equipment Operator is responsible for the care and management of assigned fire apparatus and motor vehicles. Is held strictly accountable for its condition at all times, particularly with reference to its cleanliness, good order and readiness for emergency service.

Examples of Work (Illustrative Only)

Drives fire apparatus (ambulance, cars, etc.) to scene of fires, emergencies and as otherwise ordered.

Connects and disconnects engine hose line from hydrant to pumper.

Operates pumper in fighting fires, making minor repairs and adjustments to equipment during operation.

Cleans associated fire equipment.

Tests pumper for proper operating efficiency.

Insures that assigned apparatus is clean and ready for inspection daily, except as otherwise directed in emergency circumstances by superiors.

Insures that assigned apparatus is operated safely under all circumstances consistent with conditions.

Insures that assigned tools and equipment are used only for intended purposes including work at fire and scheduled drills.

Maintains accountability and availability of assigned equipment.

Maintains fire apparatus check/status reports.

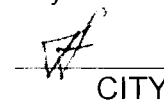
Performs duties of superior, may exercise direction over firefighters and less senior fire apparatus operators when so ordered.

Required Knowledge, Skills, and Abilities

Must be familiar with buildings, streets, fire hydrants, etc.

Have knowledge of the operating theory and practice of pumps, pump motors and hose lay outs, working knowledge of the rules and regulations of the Joliet Fire Department, ability to drive and operate fire apparatus and related equipment; ability to follow oral


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and written instructions; ability to establish and maintain effective working relations with others. Have ability to perform heavy physical labor in the lifting, moving and connecting of heavy hose sections and other equipment; skill in the operation and routine maintenance of fire apparatus and related equipment. Must demonstrate proficiency in the duties of a Firefighter.

Acceptable Experience and Training

Completion of least one (1) year of experience as a Firefighter on the Joliet Fire Department. Must possess a valid Illinois State Driver's License appropriate to operate current Fire Department Equipment.



EXHIBIT "G"

Firefighter

General Statement of Duties

Engage directly in firefighting, training, and fire prevention activities which are designed to protect and safeguard lives and property; assists in routine maintenance of fire station and equipment. Must perform prescribed duties in any emergency as declared by the Fire Chief.

Distinguishing Features of the Class

A firefighter is responsible for performing hazardous tasks under emergency conditions. Work involves close contact with toxic gases, explosive mixtures and radioactive materials. A portion of a firefighter's work consist of the performance of various duties in the routine maintenance of a fire station and routine maintenance of fire apparatus and fire equipment. A position in this class requires excellent physical condition and aptitude for mechanical work. Orders of superiors must be executed promptly and efficiently. A firefighter must readily become familiar with modern firefighting and prevention methods and procedures. The work requires strict adherence to Joliet Fire Department rules and regulations. Superiors make assignments of specific tasks and indicate methods and procedures to be followed. Assignments may be made through either oral or written instructions. Work is under close supervision most of the time, but there are times when courses of action must be determined by the Firefighter. Supervision is occasionally exercised over other Firefighters during the absence of a superior officer. Firefighters are expected to possess qualities which allows various degrees of public contact during public relations or educational projects.

Examples of Work (Illustrative Only)

Participates in fire suppression, training, record keeping and rescue and EMS activities. Assists in storm damage, flooding, search and rescue operations and assists in all disasters.

Uses Basic and Advanced Life Support equipment (oxygen, cardiac monitor, AED, Autopulse, Easy-IO etc.)

Learns to use modern EMS techniques

Performs salvage operations and operates specialized equipment such as special detectors, measuring instruments, etc.

Have knowledge of the operating theory and practice of pumps, pump motors and hose lay out, working knowledge of the rules and regulation of the Joliet Fire Department, ability to drive and operate fire apparatus and related equipment; ability to follow oral and written instructions; ability to establish and maintain effective working relations with others. Have ability to perform heavy physical labor in the lifting, moving and connecting of heavy hose sections and other equipment; skill in the operation and


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routine maintenance of fire apparatus and related equipment. Must demonstrate proficiency in the duties of a firefighter.

Acceptable Experience and Training:

Completion of at least one (1) year of experience as a firefighter on the Joliet Fire Department. Must possess valid Illinois State driver's license appropriate to operate current Fire Department equipment.


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Exhibit H

MASTER CONTRACT SETTLEMENT AGREEMENT

As ratified by all City Unions and approved by the City Council, the parties hereby agree as follows:

1. Wages & Duration

- a. Base wage adjustments shall be as follows:

2016 0%

2017 0%

2018 2% (Effective January 1, 2018)

2019 2% (Effective January 1, 2019)

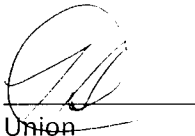
- b. The labor agreements shall expire on December 31, 2019.

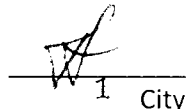
2. Insurance

- a. Healthcare shall remain status quo for all Employees, Retirees, Retiree spouses and family coverage under the current Group Health Insurance Benefits Plan and shall remain unchanged through December 31, 2030 and shall be a permissive subject of bargaining until December 31, 2030. Therefore, the City understands that if it should request bargaining prior to December 31, 2030, and the Union declines to discuss this Article, the City shall not be entitled to any further rights to seek modification of this Article.
- b. The only exception to Paragraph a. above is that if the Cadillac Tax (a/k/a excise tax) under the Affordable Care Act, as amended, is imposed, the labor agreements shall be reopened in 2025 if the City is penalized under such tax. All parties agree that only the financial consequences of the tax will be addressed.

3. Outsourcing and Layoffs

- a. The City will not layoff existing bargaining unit employees during the period January 1, 2016 through and including December 31, 2019.
- b. The City will not outsource work currently performed by existing bargaining unit employees where such outsourcing would result in the layoff of such employees.


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- c. Nothing herein shall preclude the City from reducing the workforce by attrition, or subcontracting bargaining unit work to: 1) supplement work performed by bargaining unit employees; or 2) emergency or unforeseen circumstances.
- d. The City and AFSCME Local 440 shall bargain the impact of municipal parking division outsourcing, which shall not otherwise be affected by this Agreement.
- e. Paragraphs b. through d. of this paragraph 3 shall not apply to Locals 44 and 2369, IAFF. Rather, the City shall comply with the Illinois Firefighter Substitutes Act, 65 ILCS 5/10-1-14 and 65 ILCS 5/10-2.1-4 as amended.

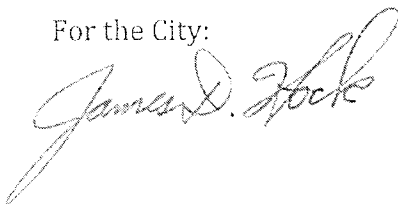
4. Residency

- a. All persons hired on or after ratification of this agreement shall, as a term and condition of employment, reside within the corporate limits of the City of Joliet (City Limits) within eighteen (18) months of initial employment and shall remain in the city until their 20th anniversary. Any employee who attains their 20-year anniversary date of employment with the City shall not thereafter be required to reside within the City Limits.
- b. All existing employees hired prior to ratification of this agreement shall be excluded from this residency agreement. As previously agreed by the parties residency within the corporate limits of the City of Joliet shall not be required by City employees covered by this agreement.
- c. The foregoing residency requirements shall not be subject to renegotiations prior to December 31, 2030.

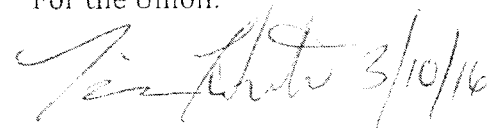
5. Ancillary Issues

- a. The individual Unions and the City shall meet separately to resolve any ancillary issues with respect to the terms of their 2016-2019 agreements.

For the City:



For the Union:



Union

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City 2

OFFICE OF THE CITY MANAGER
JAMES D. HOCK
CITY MANAGER
PHONE: 815/724-3720
FAX: 815/724-3737
jhock@jolietycity.org



150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

April 14, 2016

TO: Mayor & City Council

FROM: James D. Hock, City Manager

SUBJECT: Resolution Approving and Authorizing the Execution of a Collective Bargaining Agreement with Local 44 Firefighters for 2016 - 2019

BACKGROUND

In February 2016, the City and each of the six bargaining unions entered into a Master Contract Settlement Agreement which included the following significant terms:

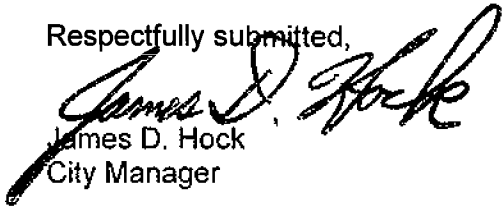
- A four year term from 2016 – 2019 with no raises in 2016 and 2017, and an increase of 2% in 2018 and 2019.
- An extension of the current healthcare plan from 2021 through 2030
- A guarantee of no-layoffs for the length of the agreement
- A provision to reinstate residency for future new hires
- An agreement to address ancillary issues separately for each contract

Since that time, the City has sat down with the Local 44 Firefighters union and completed a review of the remainder of their contract. That review essentially updated dates and salary tables and incorporated the appropriate language adjustments negotiated in the Master Agreement. The final contract has been tentatively agreed upon by the City and Union and is being brought before the Council for your consideration.

RECOMMENDATION


The Administration recommends that the attached Resolution be approved.

Respectfully submitted,



James D. Hock
City Manager


CONCURRENCES



Kenneth R. Mihelich
Director of Admin. Services



Martin Shanahan
Corporation Counsel



Joseph W. Formhals
Fire Chief

JH/KM